

Cause No. D-1-GN-20-006861

**James Blake Brickman,
et al.,**

Plaintiffs,

v.

**Office of the Attorney General
of Texas,**

Defendant.

In the District Court of

Travis County, Texas

250th Judicial District

Defendant's Amended Answer

Defendant, the Office of the Attorney General of the State of Texas ("OAG"), submits OAG's first amended answer to Plaintiffs' second amended petition, which supersedes OAG's original answer.

OAG Will Save Taxpayer Money and Not Waste Government Resources

1. OAG can obtain a verdict in this case in its favor. Instead, OAG settled this lawsuit months ago in an effort to better allocate OAG's resources. But OAG also settled this lawsuit to stop the self-aggrandizing political weaponization of our State's courts by rogue employees who have what seems to be a monomaniacal goal to undermine the will of the voters. In other words, the reasons the OAG settled the case still exist.

2. In many ways, this very case has already gone to trial in the Senate, where almost the entirety of the testimonial and documentary evidence admitted went to the question of whether there was any basis to the Plaintiffs' claims in this case. *Tested before a jury selected by the people of Texas themselves*, Attorney General Warren Kenneth Paxton, Jr. was acquitted, and OAG was fully vindicated.

3. The impeachment trial was a trial no one needed to travel to see; it was televised nationally and anyone can now read it within seconds of pulling their phones out of their pockets. The jury, all of whom can be held accountable for their votes to the watching public—a public that saw the same evidence they saw—acquitted the Attorney General and vindicated OAG.

4. The Attorney General was acquitted, and OAG vindicated because of the abject falsity of Plaintiffs’ politically motivated allegations demonstrated by the overwhelming evidence. Indeed, the trial was a second renunciation by the voting public of Plaintiffs’ accusations. Despite significant media attention to the Plaintiffs’ claims prior to the most recent statewide election—reflecting the worst of modern yellow journalism—a significant majority of Texas voters, a jury consisting of the entire voting public, reelected the Attorney General in November 2022.

5. As the Senate overwhelmingly determined, as the people of Texas saw, and as the OAG would show at a trial in this case, the Plaintiffs’ claims are baseless and they would fail given the relevant **undisputed** facts detailed in OAG’s August 24, 2021 report titled “Report on the Investigation into Complaints Made and Actions Taken by Former Political Appointees of the Texas Attorney General,” attached hereto as Exhibit 1 (“OAG Report”), Lewis Brisbois Bisgaard & Smith’s May 24, 2023 report titled “Report Regarding Retaliation Claims by Former Employees,” attached hereto as Exhibit 2 (“LBBS Report”), and key admissions made by former OAG First Assistant Jeffrey Mateer during his testimony at the September 2023 impeachment trial of Attorney General Ken Paxton, attached hereto as Exhibit 3. **Former OAG First Assistant Jeffrey Mateer’s testimony at the September 2023 impeachment trial conclusively shows that the Attorney General intended to fire two of the Plaintiffs—Penley and Maxwell—for serious workplace misconduct before anyone made any allegation of illegal activity.**

6. Specifically, in answering questions about a September 28, 2020, meeting with the Attorney General, Mateer admitted under oath that the Attorney General intended to fire Penley and Maxwell before the Plaintiffs' supposed whistleblowing, due to both Penley's and Maxwell's dishonesty and other misconduct:

14 Q. And what did it have to do with Mr. Penley and
15 Mr. Maxwell?
16 A. Well, he -- at one point in that conversation he
17 wants me to fire them. And he says he's reviewed the
18 policies and procedures, and the first assistant can sign the
19 contract.

7. While it certainly does not stand alone, Mateer's testimony *alone* supports the results of the impeachment trial, the vindication of OAG, and shows the Plaintiffs—like so many employees whose jobs are in jeopardy—conjured up a “whistleblower” complaint to avoid their own firing for the Plaintiffs' insubordination and dereliction of duty. To be sure, Mateer's testimony is but one of many examples OAG would present at trial to show the true reasons for the Plaintiffs' firings.

8. Indeed, everything adduced at trial and that would be shown here would demonstrate the OAG did not violate the Texas Whistleblower Act and that, rather, the **OAG served Texans and their interests when it prevented Plaintiffs' effort to undermine the will of the people** by removing rogue insubordinate employees from senior positions. These were employees who, according to their sworn impeachment trial testimony, arrogantly believed they were elite and that they had better judgment than the people of Texas as to who should serve as the people's attorney general.

9. The evidence¹ disproves Plaintiffs’ allegations of retaliatory animus by the Attorney General or any agreement between the Attorney General and others to conspire to retaliate against the Plaintiffs. Specifically:

- a. there is no evidence supporting the allegation that the Attorney General’s hiring of First Assistant Webster was part of a conspiracy to retaliate against the Complainants, *see* Exhibit 2 at 6–18;
- b. placing Plaintiffs on investigative leave was not retaliatory, *see* Exhibit 2 at 10–12;
- c. OAG did not conduct its investigation of the Plaintiffs’ allegations in a retaliatory manner, but rather objectively and in the same manner as similar investigations, *see* Exhibit 2 at 13-18;
- d. the press releases OAG issued after the Plaintiffs’ alleged wrongdoing are not acts of retaliation as a matter of law, *see* Exhibit 2 at 22-23; and
- e. all Plaintiffs’ continued employment at OAG was untenable and inappropriate because all Plaintiffs were, as correctly described by the Attorney General, “rogue employees” who subverted their oaths of office when Plaintiffs acted dishonestly and insubordinately to the detriment of the will and interests of the people of the State of Texas, *see* Exhibit 2 at 18-20.

10. Despite this reality presented by substantial evidence at the impeachment trial, the Plaintiffs have publicly stated they wish to use this lawsuit to further their personal vendetta and desire to undermine OAG and the Attorney General who won re-election by an overwhelming majority of the vote. To be sure, the Plaintiffs revealed their unhealthy obsession with obtaining a political win in a press conference Plaintiffs convened on September 25, 2023—one week after the Attorney General’s exoneration and OAG’s vindication. At this conference, the Plaintiffs laid out for all to see the plan they had devised to use their lawsuit for the grossly inappropriate purpose of harassing OAG and one of Texas’s two chief executives. The Plaintiffs carefully explained their

¹ Because such substantial evidence of the baseless nature of Plaintiffs’ allegations is so amply and fully laid out in the cited reports and was publicly displayed and evaluated by the peoples’ Senate at the impeachment trial, OAG need not list such voluminous evidence here.

wish and their plan to conduct an impeachment “do-over,” since their first effort had failed to remove the Attorney General despite the Plaintiffs’ full participation therein. *See* Exhibit 4 (Transcript of September 25, 2023, Press Conference) at 2–6. But judges are not therapists; and courts are not the proper forum for Plaintiffs to process their grief after very publicly failing to impeach an Attorney General whose election and efforts for the people Plaintiffs have admittedly attempted to undermine long before they attempted to (mis)use the litigation process to such an end.

11. While the Plaintiffs’ impeachment effort failed, they have nonetheless succeeded in imposing upon the State dramatic costs in terms of time, resources, and money.² Thus, for the very same reason OAG agreed to settle the lawsuit in the Spring of 2023, OAG hereby elects not to contest any issue of fact in this case, as to the claim or damages. The OAG will let the Plaintiffs seek their own funding, subject to statutorily imposed caps on damages, on top of the four million dollars Plaintiffs have already taken from the taxpayers in furtherance of Plaintiffs’ impeachment trial.

12. There should be no doubt, however, that nothing stated herein should be construed as an admission that OAG, its employees, or the Attorney General violated any State or federal law—because none of them have violated any law as has been adequately and thoroughly shown elsewhere.

OAG’S ELECTION NOT TO CONTEST ANY FACTUAL ALLEGATION

13. The Office of the Attorney General of the State of Texas affirmatively answers that it elects not to dispute the Plaintiffs’ lawsuit as to any issue and consents to the entry of judgment; and,

² Over four million dollars were spent on the failed impeachment, which also diverted valuable resources away from OAG’s prime mission: serving and protecting the people of the State of Texas and protecting the public fisc.

further, that it shall leave to the Legislature the decision whether and when to fund such judgment, whether in whole or in part, consistent with the Legislature's prerogative to exercise the State's sovereign immunity from suit and expend taxpayer dollars. Doing so precludes further unwarranted expense to the people of the State of Texas as well as the disruption to the State's principal law enforcement arm—the time and personnel of which are more appropriately dedicated to the business of the State of Texas and not the personal, political agenda of four rogue, former employees.

14. Accordingly, OAG has instructed its counsel not to contest this lawsuit, but rather to consent, and Defendant does hereby consent, to the entry of judgment in this matter to the extent of the statutory limitations of the Texas Whistleblower Act and subject to the Legislature's determination of whether, when, and to what extent such judgment should be paid.

Respectfully submitted,

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Certificate of Service

I served a true and correct copy of this motion on all counsel of record by and through the Court's electronic filing system on January 18, 2024.

/s/ William S. Helfand
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EXHIBIT 1



KEN PAXTON
ATTORNEY GENERAL OF TEXAS

**Report on the Investigation into Complaints
Made and Actions Taken by Former Political Appointees
of the Texas Attorney General**

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I. PURPOSE AND SCOPE OF INVESTIGATION

This internal investigation report (“Report”) documents the investigation conducted to review and analyze the actions taken by employees and political appointees of the Attorney General of Texas (“AG”) and other individuals. This investigation is ongoing and reflects our understanding of the facts that we have been able to determine at this point in time. We believe that it is in the public’s best interest to not delay the release of these findings and we will continue to investigate.

This Report evaluates allegations made by former political appointees in a criminal complaint (and a related formal complaint made to the AG on or about September 30, 2020). These allegations in turn arose out of two criminal complaints made by Nate Paul. The investigation underlying this Report began on October 5, 2020, and this Report is limited to facts presented to the AG related to events occurring before October 5, 2020, and any relevant information that informs understanding around those facts (and subsequent interviews thereof), and inferences from all such information. Any allegations that were not included in the above-mentioned formal complaint or that have surfaced in the media after such date (in particular, the allegations made by the plaintiffs in a pending lawsuit, *Brickman et al. v. Office of Attorney General*) are not addressed in this Report.¹

The former political appointees that made the criminal complaint against Attorney General Ken Paxton (“AG Paxton”) are Jeff Mateer, Ryan Bangert, Lacey Mase, Ryan Vassar, Mark Penley, Blake Brickman, and Darren McCarty (“the Complainants”). *See* Exhibit 1, Letter from the Complainants Disclosing Criminal Complaint. Their complaint contained four accusations: that AG Paxton improperly: (1) issued an opinion regarding the State’s open records laws; (2) intervened in the investigation of the Mitte Foundation; (3) issued an informal guidance document regarding foreclosure sales; and (4) authorized attorney Brandon Cammack to act on behalf of the State of Texas in a criminal case. Because the Complainants accused AG Paxton of bribery, this investigation also examined whether these or any other acts relating to Nate Paul or his criminal complaints were improperly influenced by a bribe or other illegal consideration.

This Report relies on facts rooted in documents, third-party interviews, and the application of Texas law. A majority of the documents reviewed were located within the Office of the Attorney General (“OAG”). The term “OAG” refers to the collective body of buildings, employees, document systems, email systems, and files belonging to the AG. However, through the course of this investigation, it was discovered that some of the Complainants operated in an unaccountable manner by not documenting their actions, instructing subordinates not to document their actions, dismissing other employees so that they could have secret meetings, deleting emails, and potentially other acts taken to conceal behaviors, processes, and evidence. Therefore, it is impossible to affirm that all documents, communications, emails, or evidence have been

¹ Complainants memorialized their allegations against Ken Paxton in writing around September 30, 2020. Several months later, a subset of the Complainants has made additional allegations in a lawsuit, which were not included in their original September 30 written complaint. Since those allegations were not found within OAG records (nor found within their September complaint), they are not addressed in this Report.

discovered through this investigation. We reserve the right to update and modify this Report and its conclusions, in the event that additional relevant documents or evidence are found.

II. EXECUTIVE SUMMARY

The Complainants' allegations are either factually incorrect or legally deficient.² Review of relevant documents and interviews, and based on the timeline and analysis laid out in this Report, this investigation revealed the following:

- AG Paxton's actions were lawful, and consistent with his legal duties and prior actions taken by Attorneys General of Texas. AG Paxton committed no crime.
- The Complainants provided no evidence to OAG of a bribe, and likewise the investigation otherwise uncovered no evidence of a *quid pro quo* relationship between Paul and AG Paxton.
- The actions taken by AG Paxton in his official capacity or his authorized designees were likewise proper pursuant to his legal obligations.
- Contradictory to the claims made by the Complainants in their formal complaint, the following actions by AG Paxton were indeed lawful:
 - *First Claim:* The Open Records division issued a closed letter that made a determination not to disclose information to the requestor (who was allegedly connected to Nate Paul) on due process grounds. On two prior occasions involving Nate Paul's interests, the Open Records Division sided with the government agency against disclosing to Nate Paul (or his attorney), consistent with the position taken by the United States Department of Justice's briefing.
 - *Second Claim:* AG Paxton's actions to intervene, investigate and mediate a possible settlement regarding the Mitte Foundation were in keeping with past investigations into that charity. Former Attorney General, and now Governor, Greg Abbott had previously sued the Mitte Foundation, as the Mitte Foundation has a long history of bad acts and scandals requiring government intervention and private litigation. AG Paxton's involvement is consistent with his predecessor and in line with his required duties and legal obligations as Attorney General of Texas. Most relevant here, the position taken by the AG in this litigation was adverse to Nate Paul and in support of a higher settlement amount to be paid by Nate Paul to the Mitte Foundation, as opposed to the prospect of continued and costly litigation that would disproportionately benefit the charity's court-appointed receiver and its lawyer.
 - *Third Claim:* The informal guidance letter regarding foreclosure sales written by Bangert was made in response to a request for disaster counsel advice from Texas Senator Bryan Hughes during the height of the pandemic, and not for the benefit of Nate Paul.
 - *Fourth Claim:* In connection with the two criminal referrals made by the Travis County District Attorney's Office ("TCDAO") to OAG, AG Paxton (with input from Mateer)

² As this investigation remains ongoing, this Report will be updated and supplemented as further interviews are conducted and if any additional evidence is obtained.

retained Brandon Cammack as outside counsel for OAG. Cammack legally and properly exercised authority delegated to him by both AG Paxton and the TCDAO. Cammack was designated as outside counsel for OAG by AG Paxton, and he was also knowingly appointed as a Special Prosecutor by TCDAO. Texas law authorized Cammack to serve in these two capacities simultaneously.³ In particular, the following deficiencies with the Complainants' allegations are noted:

- At the time the Complainants made their criminal complaint against AG Paxton, they did not know that Cammack had been appointed outside counsel, nor did they know that TCDAO had appointed him as a special prosecutor for both criminal referrals. Without this knowledge, the Complainants incorrectly assumed that Cammack acted illegally by taking various actions, though he was in fact authorized to take such actions. This misunderstanding underlies several of the false allegations and assumptions Complainants made in their complaint.
- Likewise, though the Complainants said in their written criminal complaint that “staff refused to approve the request to retain outside legal counsel to investigate the Travis County complaint,” several Complainants participated in the process leading to Cammack’s engagement. For example, then-First Assistant Attorney General Jeff Mateer took part in interviewing candidates for outside counsel for this investigation, including Cammack. Another Complainant, then-Deputy Attorney General Ryan Vassar, drafted the outside counsel contract for Cammack, emailed it to the parties, and approved the contract in DocuSign. Cammack’s engagement as outside counsel was further recommended by then-General Counsel (and now Chief of Staff) Lesley French, at the request of Vassar.
- TCDAO, through First Assistant Mindy Montford and Director of Special Prosecutions Don Clemmer, voluntarily and with full knowledge of what they were investigating opened two different criminal investigations referenced herein as Referral #1 and Referral #2. Referral #1 related to allegations regarding tampering by federal and state officials of a government record (i.e., altering a search warrant after it was signed by a federal magistrate). Referral #2 related to allegations of a conspiracy by private persons and entities to foreclose properties owned by Nate Paul’s companies at fraudulently lowered prices.
- Material facts were unknown, ignored, and, in some cases, willfully obfuscated by the Complainants. For example, the Complainants did not know about Referral #2, which was material to the false assumptions within their criminal complaint. Referral #2 involved different potential defendants and different potential crimes than Referral #1.
- TCDAO did not recuse themselves from either Referral #1 or Referral #2, and therefore, under Texas law, TCDAO retained legal care, custody, and control of the investigations.

³ This is not uncommon in Texas government. For example, a Department of Family and Protective Services lawyer is sometimes deputized to be a Special Assistant Attorney General by OAG, and such lawyer serves in both roles simultaneously.

- OAG could only “assist” TCDAO in their investigation because there had been no recusal by TCDAO.
- Cammack never personally appeared before a judge or before a grand jury in the referrals he was working on, but he instead relied on TCDAO to have the subpoenas issued.
- TCDAO Chief of Public Integrity Unit Amy Meredith and her staff, including Bailey Molnar, with the full knowledge and assistance of TCDAO Director of Special Prosecutions Don Clemmer, were responsible for obtaining grand jury subpoenas and maintained control of that process, from entering the subpoenas into DocuSign, setting up the signature fields in DocuSign, communicating information and providing the subpoenas to the judge presiding over the grand jury.
- TCDAO knew what was being subpoenaed by Cammack (i.e., investigations into Referral #1 and Referral #2) and, most importantly, held control over all decisions regarding the subpoenas presented to the Court.
- The claims against the potential defendants in Referral #1 and Referral #2 were never ruled out, and questions remain as to whether a crime was committed in Referral #1 and Referral #2. The Complainants’ actions (and the media controversy that resulted) likely created an untenable situation for Cammack to complete his investigation.
- There is no evidence that Nate Paul committed any criminal act in filing either criminal complaint. In fact, Paul followed the proper procedure of completing Travis County’s complaint paperwork.
- There is no evidence that Nate Paul attempted to bribe AG Paxton. The Complainants attempt to use a campaign donation as proof of the bribe, however, Paul has made only one campaign donation to AG Paxton in 2018 – not only well before the allegedly improper actions taken by AG Paxton in 2020, but even before the FBI’s 2019 raid that formed the *gravamen* of Nate Paul’s criminal complaints. By definition, this 2018 donation could not legally constitute a bribe, because neither Paul nor AG Paxton could have known that the FBI would raid Paul’s house in 2019 and did not know the future events that would occur after such raid had taken place. “In order to convict a briber, the government must prove that the accused intended to bribe the official. Intending to make a campaign contribution does not constitute bribery, even though many contributors hope that the official will act favorably because of their contributions.” *US v. Tomblin*, 46 F.3d 1369, 1379 (5th Cir. 1995). *See also US v. Allen*, 10 F.3d 405, 411 (7th Cir. 1993) (“[A]ccepting a campaign contribution does not equal taking a bribe unless the payment is made in exchange for an explicit promise to perform or not perform an official act. Vague expectations of some future benefit should not be sufficient to make a payment a bribe.”). Here not only was there no promise, but there was not even a vague expectation of a future event taking place (i.e., the FBI executing a sealed search warrant in the future).

- As the investigation uncovered, it was in fact Vassar and Penley who violated Texas Code of Criminal Procedure article 20.02(h). Furthermore, Penley misled Don Clemmer to obtain copies of secret grand jury subpoenas for the unlawful purpose of providing those subpoenas to a third party, namely Johnny Sutton.
- Penley misled the 460th Criminal District Court Judge in a court filing by not disclosing that Penley had, within his possession, a signed contract between AG Paxton and Cammack that designated Cammack as outside counsel for OAG.
- Vassar, upon notice that an investigation was being conducted into his actions, deleted a government document and tampered with evidence (or attempted to tamper with evidence), likely violating Texas Penal Code sections 37.09 and 37.10.
- Former Director of Law Enforcement David Maxwell⁴ instructed OAG forensic examiners Erin Mitchell and Les St. James not to document their findings nor to log the search in any official manner. This was a violation of OAG policy and best practices that could have jeopardized their investigation. Additionally, Maxwell's directions call into question the sufficiency of any actions taken by the forensic examiners
- It should be noted that the Complainants in many cases did not provide any information or details of their complaints, or otherwise flatly refused to cooperate with requests to do so (including by voluntarily providing government records in their possession, if any).

⁴ While Maxwell did not make a criminal complaint to the FBI on September 30, 2020, he is a plaintiff in the pending lawsuit noted above and appeared to align with the Complainants as to the allegations made against AG Paxton.

III. FACTUAL BACKGROUND: JUNE 2020 THROUGH OCTOBER 2, 2020

The chronological discussion that follows is based on dozens of witness interviews, numerous exhibits, and other evidence gathered in the scope of this investigation. This chronology includes brief legal discussions underlying relevant events as necessary for the sake of clarity.

The Attorney General of Texas at any time is responsible for approximately 37,000 active cases and fulfilling numerous constitutional and statutory duties on behalf of the State of Texas. To accomplish the goals of his job, the Attorney General of Texas employs approximately 4,200 employees to manage the caseload. Within the Executive leadership team, there are Deputy Attorneys General responsible for specific divisions based on the type of case and activity. The potential for the work of the AG to impact the lives and businesses of any individual Texan, in more ways than one, is not unusual. *See* Exhibit 43, 73-Page List of Statutes Requiring or Authorizing Action by the Attorney General.

A. Referral #1 and OAG Investigation

Nate Paul originally complained to AG Paxton about what Paul believed to be criminal actions by federal and state officials against him. Paul's first criminal complaint arose from a dispute regarding the legality of actions taken by the FBI against Paul, particularly including search warrants executed against Paul and his business, World Class Holdings. Paul contacted AG Paxton and informed him of his concerns, asking AG Paxton to investigate Paul's belief that he was the victim of a crime by various federal and state officials. AG Paxton informed Paul that TCDAO, not OAG, had the authority to initiate such an investigation, and that AG Paxton offered to introduce Paul to TCDAO First Assistant District Attorney Mindy Montford.

A meeting was arranged with Montford, and she invited TCDAO Director of Special Prosecutions Don Clemmer to the meeting with Paul. Paul had lunch with Montford and Clemmer, where Paul discussed his criminal complaints. AG Paxton attended this meeting briefly, arriving late and leaving early. AG Paxton missed most of Paul's presentation to the TCDAO officials.

Between that lunch meeting and June 10, 2020, Nate Paul made a written criminal complaint to TCDAO and provided evidence. *See* "Criminal Complaints by Nate Paul, Complaint #1. In summary, he claimed that employees of the Texas State Securities Board ("SSB"), the FBI, the Texas Department of Public Safety ("DPS"), the U.S. Attorney's Office for the Western District of Texas, and a federal magistrate violated Texas Penal Code section 37.10, tampering with a governmental record, and section 39.03, prohibiting official oppression. Paul provided documentation that demonstrated to him that the metadata within the search warrant document had been modified after the document was signed.

Filing a criminal complaint against law enforcement officers for actions taken in their job, including federal officers, is not an uncommon occurrence. Prosecutors know allegations against law enforcement officers need to be properly investigated (unless the allegations can be immediately ruled out) for several reasons. First, if there was a crime committed by an officer, it is important that the officer be held accountable and their position of authority be taken away. Second, many law enforcement agencies perform the investigation to clear the name of an accused law enforcement officer. A law enforcement officer with a pending criminal complaint against him will have difficulty on the witness stand, especially if the defense bar is aware of the uncleared

allegations. No matter the outcome, a documented, written, and thorough investigation is beneficial to all parties involved even, perhaps especially, if the allegations are false.

Every complaint made to the TCDAO—including the ones made by Nate Paul—is logged and assigned a number before a decision is made as what to do with it.⁵ After this initial logging, TCDAO had several options in handling and processing Paul’s complaint:

- **Reject the complaint.** This occurs when a complaint is received by a law enforcement agency, and the complaint does not articulate a crime that can be investigated or include enough information to conduct an investigation. This commonly occurs when there is a civil violation of law that does not rise to the level of a crime, or when a complaint lacks a sufficient factual basis to justify further investigation.
- **Refer the complainant to another law enforcement agency.** TCDAO could have directed Nate Paul to take his complaint to another law enforcement agency able to conduct the investigation and with jurisdiction over the alleged crime, such as, potentially, the Austin Police Department or the Travis County Sheriff’s Office. At that point, the complaint would be closed within TCDAO’s system.
- **Ask the Texas Rangers or DPS to investigate.** Criminal claims against law enforcement officials are typically referred to the Public Integrity Unit of the Texas Rangers for investigation, and not OAG or other statewide offices, as Don Clemmer confirmed in Referral #1, stating that “My office would typically forward such a complaint to the Public Integrity Unit of the Texas Rangers for review.” *See* Exhibit 3, Referral #1. Here, TCDAO affirmatively chose not to take this option, ostensibly because one of the individuals named in Nate Paul’s complaint worked for DPS (thus conflicting out DPS).
- **Maintain and conduct the investigation internally.** TCDAO and other district attorneys’ offices in Texas can conduct their own investigations internally.
- **Keep the investigation and officially ask OAG to assist with the investigation, as Don Clemmer ultimately decided.** OAG fills a unique position in the criminal justice system in Texas in that it fills an *assistance* role in criminal investigations. The Texas Legislature has only given OAG original jurisdiction in criminal investigations for a few select crimes. Neither Referral #1 nor Referral #2 implicated OAG’s original jurisdiction, limiting OAG to an assistance role in these two referrals. Notably, Don Clemmer was aware that Nate Paul knew AG Paxton at the time he made the referral and did not believe a conflict existed that would bar his referral to OAG, based on Clemmer’s writings in the referral letter. TCDAO chose the option to request OAG assistance. *See* Exhibit 3, Referral #1.

⁵ Investigations by district attorneys’ offices are subject to the Texas Disciplinary Rules of Professional Conduct. For example, Rule 3.09 provides in part: “The prosecutor in a criminal case shall: (a) refrain from prosecuting or threatening to prosecute a charge that the prosecutor knows is not supported by probable cause.”

B. OAG Relationship with TCDAO; Special Prosecutors vs. Pro Tem Prosecutors

OAG's relationship with TCDAO—and the legal consequences of Clemmer's decision to ask OAG to assist in the investigation—had far-reaching legal effects.

When OAG assists in a criminal investigation, it does so pursuant to sections 41.102(b) and 402.028 of the Texas Government Code. Both Texas statutes authorize OAG to “assist” a district attorney's office in their investigation or prosecution of a matter.⁶ “A prosecuting attorney may request the assistance of the attorney general, and the attorney general may offer to the prosecuting attorney the assistance of his office, in the prosecution of all manner of criminal cases or in performing any duty imposed by law on the prosecuting attorney.” TEX. GOV'T CODE § 41.102(b) (emphasis added). OAG has a team of law enforcement investigators and experts that can investigate whether government documents, including digital documents, have been altered. Also, OAG can and commonly does hire outside counsel and outside experts to assist with all legal matters involving OAG. This includes, where appropriate, assistance in criminal investigations.

But even where OAG assists a district attorney with a criminal investigation, that assistance remains subordinate to that district attorney. With the exception of a few select crimes where the AG has statutory jurisdiction, the only way for OAG to take a non-subordinate role in a district attorney led investigation is if the district attorney recuses their office from the case. If a district attorney chooses to not recuse their office from an investigation, then they retain ultimate authority over the case and any investigation maintained under it. District attorneys in Texas maintain their own investigative staff and can utilize the power of a grand jury to conduct their own investigations, without needing permission from a local law enforcement agency. However, if a district attorney recuses their office, then OAG can be appointed pro tem prosecutor to take on final authority over the matter in which the district attorney has recused. *See* TEX. CODE CRIM. PROC. Art. 2.07; Exhibit 4, Tex. Att'y Gen. Op. No. KP-0273.⁷ However, unless the district attorney is recused, OAG's assistance role is subordinate at all times to the district attorney.

Any lawyer, including an outside counsel for OAG, may be appointed to be a special prosecutor to assist a district attorney. *See* Tex. Att'y Gen. Op. No. KP-0273. The term “special prosecutor” is commonly confused with “pro tem” prosecutor, but the distinction is significant. As the Court of Criminal Appeals described the difference in *Coleman v. State*:

Although the terms “attorney pro tem” and “special prosecutor” are sometimes used interchangeably and have many similarities, the two are fundamentally different. *See State v. Rosenbaum*, 852 S.W.2d 525, 529 (Tex. Crim. App. 1993) (Clinton, J., concurring). Both are attorneys who are not members of the district attorney's regular staff. *Id.* But a special prosecutor participates in a case only to the extent allowed by the district attorney and operates under his supervision. *Id.* An attorney pro tem assumes all the duties of the district attorney, acts independently, and, in effect, replaces the district attorney. *Id.* The special prosecutor need not take an

⁶ *See Coleman v. State*, 246 S.W.3d 76, 82 n.19 (Tex. Crim. App. 2008).

⁷ Jeff Mateer and Ryan Bangert are authors of Texas Attorney General Opinion KP-0273, which is inconsistent with Mateer's and Bangert's actions in contesting the “special prosecutor” status TCDAO conferred upon Cammack.

oath of office. *Id.* The attorney pro tem, if not an attorney for the state, must take an oath. *Id.* Court approval for a special prosecutor is not required because the ultimate responsibility for the special prosecutor’s actions remains with the elected district attorney. *Id.* In contrast, the trial court must approve the appointment of an attorney pro tem. *Id.* See also, *In re Guerra*, 235 S.W.3d 392, 409 (Tex. App.—Corpus Christi 2007, orig. proc.); *Rogers v. State*, 956 S.W.2d 624, 625 n. 1 (Tex. App.—Texarkana 1997, pet. ref’d).

246 S.W.3d 76, 82 n.19 (Tex. Crim. App. 2008). In other words, special prosecutors remain subject to the authority of the elected district attorney, while pro tem prosecutors do not.

C. Clemmer Requests OAG Assistance; OAG Actions Taken in Response

On June 10, 2020, Don Clemmer mailed Referral #1 to OAG, though it was not received until June 17, 2020.

On June 16, 2020, at the request of the FBI and the U.S. Department of Justice (“DOJ”), Texas Assistant Attorney General Josh Godbey and Bangert had a conference call with Dee Raibourne (SEC), Rani Saaban (FBI, seconded from the Texas SSB), and Neeraj Gupta (representing the U.S. Attorney’s Office for the Western District). On the call, DOJ, FBI and the SEC wanted to discuss OAG intervening into the Mitte Foundation case. OAG was made aware of the fact that the Mitte Foundation was an alleged “victim” in one of the FBI’s cases and the federal authorities were concerned that an OAG investigation or intervention could be used to tarnish someone they viewed as a victim and/or a possible witness. (See below for Mitte Foundation’s problematic past activities). After this meeting, there was an email exchange that started on June 16, 2020, and ended on June 17, 2020, at 12:57 a.m. Assistant U.S. Attorney Neeraj Gupta wrote the following at 12:57 a.m.:

From: [Gupta, Neeraj \(USATXW\)](#)
To: [Godbey, Joshua](#)
Cc: [Day, Cathleen](#)
Subject: Re: Discussion re: Mitte Fdn vs. WC 1st and Trinity et al; Cause No. D-1-GN-18-007636; In the 126th Judicial District Court of Travis County, Texas
Date: Wednesday, June 17, 2020 12:57:43 AM

Thanks. The world class lawyers have sued someone who complied w a search warrant, made official complaints against the agents, filed some stuff that was pretty aggressive, and met with some Texas AG special criminal investigations group asking them to open a criminal case against me for investigating Nate Paul. I’m looking forward to reading about how these lawyers are or aren’t compensated.

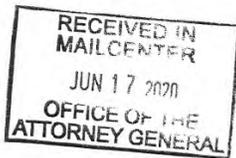
As of the time Gupta sent his email, OAG had not received Referral #1 and had not commenced any investigation. Referral #1 is stamped as received by OAG on June 17, 2020, which would have occurred during business hours (Gupta’s email was sent before Referral #1 was stamped received by OAG mail center):

Don Clemmer



OFFICE OF THE
DISTRICT ATTORNEY
MARGARET MOORE
P.O. Box 1748
Austin, Texas 78767

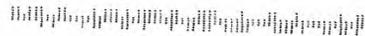
FORWARDING AND ADDRESS CORRECTION REQUESTED.



Mr. David Maxwell
Office of the Attorney General
P.O. Box 12548
Austin, TX 78711-2548

205

7871132548 8007



The referral stated:

Dear Mr. Maxwell:

I am forwarding to you the attached complaint which was recently received by my office regarding allegations of misconduct by employees of the State Securities Board, the Federal Bureau of Investigations, the Department of Public Safety, the United States Attorney's Office for the Western District of Texas, and a federal magistrate. My office would typically forward such a complaint to the Public Integrity Unit of the Texas Rangers for review. However, since an employee of the Department of Public Safety is one of the subjects of the complaint, referral to the Rangers would appear inappropriate. I am therefore requesting that your agency conduct the review.

Thank you for your attention to this matter.

Sincerely,

Don Clemmer

See Exhibit 3, Referral #1.

Former Assistant United States Attorney and then-Deputy Attorney General for Criminal Justice Mark Penley (one of the Complainants) kept a notepad with personal notes, office meeting notes, and legal research notes. The notepads appeared to be kept in chronological order. Penley made the following note on July 6, 2020, that appears to be related to a meeting he had with AG Paxton as it is titled, "Ken":

7/16/20

KEN

Def.

Tampering w/ Docs is a State Issue.
per Mindy of Travis County

He alleges they changed the Search Warrant.

Ken just wants the truth.

Penley notes that "Ken just wants the truth."

AG Paxton inquired on July 16, 2020, to determine what was happening with the criminal investigation. Once again, Penley made contemporaneous notes about his discussion with AG Paxton:

Ken: We've had this for 6 weeks!
Concern @ TM article. TM concerning Paul.
He just wants the truth!



[REDACTED] NATE PAUL
Sheena Paul - Duke, #1 in class



This hasn't been a priority at all 6 weeks!
Been leaked to Texas Monthly -
SEEK THE TRUTH!!
Let results be what they are

This was sent over by LF
Referred by Travis Co. DA.

Penley records AG Paxton's directive to "SEEK THE TRUTH!! Let [the] results be what they are." This contradicts Penley's allegations against AG Paxton as set forth in the criminal complaint made against AG Paxton on September 30, 2020.

Aside from Penley's contemporaneous notes, the first evidence that OAG acted on Referral #1 dates from July 17, 2020—four weeks after Referral #1 was received by OAG. Penley would not have normally been involved in an investigation like this at such an early stage, as it would fall within David Maxwell's division. Here, it appears both Penley and Maxwell worked on the investigation at different times. Within OAG, the normal procedure for processing criminal referrals requires that the referral is first reviewed by the director of law enforcement (then Maxwell), and it is then forwarded on to a major in the appropriate division where it will be investigated. A referral is to be entered into Webpass and/or the OAG offense report system. In this case, Referral #1 was assigned to Major Robert Sunley. Maxwell then reassigned the matter to himself and informed Sunley. This was unusual for an official as senior as Maxwell, the Director of Law Enforcement, to do his own investigation. As Maxwell confirmed during a November 10, 2020, interview, Maxwell indicated that he rarely took part in actual investigations, and instead remained in a supervisory role.

Chief of the Criminal Investigations Division Jason Anderson performed a due diligence search and determined that Referral #1 was never entered into Webpass, and it did not exist within the offense report system. Maxwell did not write any reports and, with the exception of two videotaped interviews with Nate Paul and Paul's attorney Michael Wynne, any conclusions he may have drawn during his investigation of Referral #1 were off-the-books and undocumented. In fact, Maxwell instructed two digital forensic examiners (Erin Mitchell and Les St. James) to not document anything nor keep notes. Law enforcement officers are trained to keep an ongoing report as to their contacts in an investigation, information they have collected, and actions they have taken. This practice protects the investigating officer and promotes a thorough and objective process that can be analyzed and vetted in court if the case is prosecuted. Major Robert Sunley confirms that Referral #1 was never recorded in any law enforcement databases. The Law Enforcement Division maintains a Webpass system and an offense report system which is specifically maintained for the purpose of recording referrals that come to OAG. *See* Exhibit 5, Email from Sunley. At the date of signing this initial report, the OAG has been unable to locate any report written by Maxwell.

These deviations are extremely unusual for law enforcement professionals in general and OAG in particular, raising questions as to whether Maxwell's personal connections and contacts with any of the subjects being investigated played a role in his actions.

Extensive investigation revealed that Maxwell took at least the following investigative actions.

First, David Maxwell interviewed Paul and Wynne on July 21, 2020, and the entire meeting was videotaped at AG Paxton's request. AG Paxton was concerned that Maxwell would not take the investigation seriously and wanted his actions documented. Additionally, AG Paxton wanted the investigation to follow normal criminal investigation procedures, including the standard documenting of Maxwell's investigation.

Second, Maxwell and Penley interviewed Paul and Wynne on August 5, 2020. The entire meeting was videotaped, again pursuant to AG Paxton's request.

Third, around August 5, 2020, Maxwell instructed two members of OAG's forensics team to analyze the PDF files relating to Referral #1 that might have been altered. The team conducted a review of evidence available at that time. The team did not have all the evidence and would later determine that they needed more information and evidence to draw any conclusions. They were instructed by Maxwell not to write anything down or prepare a report of their findings.

On August 6, 2020, in response to a question from Penley about Referral #1, OAG Chief Information Officer Tina McLeod provided the definition of metadata:

Penley, Mark

From: McLeod, Tina
Sent: Thursday, August 6, 2020 3:24 PM
To: Penley, Mark
Subject: 'metadata'

Metadata is "data that provides information about other data".

Example – the information in a PDF document is the 'data'. Metadata includes document properties such as when a document was created, modified, what template its based off of, the author, and the file size. Metadata can be automatically created or custom metadata can be 'tagged'.

Hope this helps 😊.

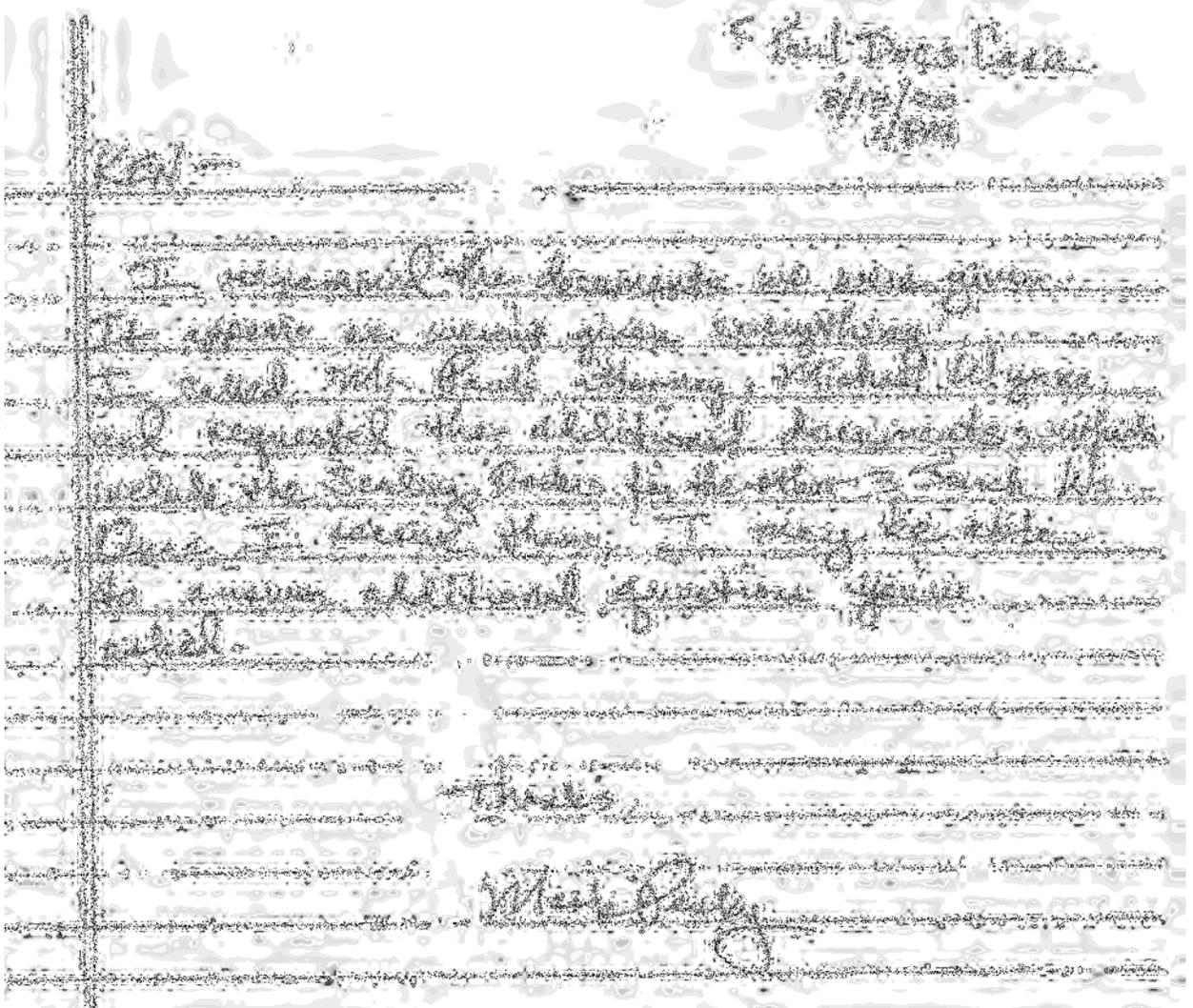
This note strongly suggests that Penley did not previously know what metadata was—a critical omission given that Penley was actively investigating whether a search warrant was illegally modified *by analyzing the metadata* contained in the search warrant PDFs in Referral #1.

On August 12, 2020, there was a group meeting with AG Paxton, Maxwell, Penley, Paul, Wynne, and two members of the forensics team (Mitchell and St. James). By all accounts, this meeting did not go well. The meeting was scheduled to be an update on the investigation and findings. Penley began the meeting notifying Paul that the investigation had been closed. This surprised AG Paxton, as he had been told that the meeting was to be an update on the forensics team's findings. The forensics team provided information to the parties. In response, Paul asked for a computer and demonstrated on the computer that the metadata had been modified. Because Paul's demonstration appeared problematic for the forensic team's findings (or at a minimum raised questions), and the forensics team could not replicate Paul's results, the team decided to continue their review, as they believed that they needed more information and evidence to determine the meaning behind the modifications reflected in the metadata. Additionally, they had technical issues with the recent updated version of the Adobe software. Forensic investigator St. James indicated in an interview that the request to investigate (including as to the targets of such investigation) did not strike him as being unusual, but that he was concerned that he would not be able to do his forensic analysis without the original documents. St. James saved the documents he generated on the server, which is physically located within the closed digital forensic room at the OAG's offices.

At the end of the August 12th meeting, Penley declared and believed that there was more to investigate and requested more documents from Paul and Wynne. This is in addition to the forensics technicians needing more information to determine if the PDFs had been illegally

modified. A thorough search of OAG records has yielded no results of any further examination being performed.

On August 13, 2020, at 4 p.m., Penley wrote the following note, which was left for AG Paxton,



D. Process of Hiring Outside Counsel to Investigate

The events of the August 12th meeting caused Mateer and AG Paxton to seek outside counsel to pursue the investigation further. Contrary to Mateer’s later statements, Mateer played a direct role in the decision to hire outside counsel. Mateer agreed with AG Paxton that it was appropriate to hire outside counsel given how poorly the interview went with Maxwell, and that it was the only way to ensure the investigation would be completed. Mateer and AG Paxton scheduled interviews with potential outside counsel. Based on the evidence available at the time of this report, the other Complainants (with the exception of Vassar) were not included in the decision-making process to interview and hire outside counsel.

Several candidates were considered for the outside counsel position. Mateer and AG Paxton interviewed Brandon Cammack on August 26, 2020, and Joe Brown on August 27, 2020.

Cliff Stricklin was also considered for the job.⁸ See Exhibit 6, Visitor Logs. The interview went well enough for Brown and Cammack that they both emailed Vassar regarding contract language. See Exhibit 7, Vassar Emails with Cammack About the Outside Counsel Contract; see also Exhibit 8, Vassar Emails with Joe Brown About a Potential Outside Counsel Contract.

Once the decision was made to proceed with Cammack, Vassar requested then-General Counsel Lesley French to review the arrangement and provide a recommendation to OAG to proceed with hiring Cammack. French complied with Vassar's request and ultimately recommended to hire Cammack. This step was in line with the OAG's process at the time for outside counsel.

E. Cammack's Authority as Outside Counsel

After interviews were completed, and on or before September 3, 2020, Ryan Vassar drafted an outside counsel contract for Cammack and provided that contract to AG Paxton.

Subject: OAG OCC fy21 draft
Date: Thursday, September 3, 2020 4:09:43 PM
Attachments: [image001.png](#)
[OAG OCC fy21 draft_1.docx](#)
[image002.png](#)

General,

Per your request, attached is the draft contract. Please let me know if you have any questions.

Thank you,
Ryan

Ryan M. Vassar
Deputy Attorney General for Legal Counsel
Office of Attorney General Ken Paxton
P.O. Box 12548
Austin, Texas 78711-2548
(512) 475-4280

This message may contain confidential and/or privileged attorney-client communications or attorney work product and be exempted from required disclosure under the Texas Public Information Act, Texas Government Code chapter 552. The contents of this message should not be disclosed without the express authorization of the Attorney General.

See Exhibit 9, Vassar Email to Paxton Providing Outside Counsel Contract for Cammack, with Draft Contract Attached.

The evidence known to AG Paxton and OAG at the time of entering into the contract and during the investigation indicated that Cammack certified in writing that he did not have any conflicts (i.e., could be objective). See Exhibit 7, Vassar Emails with Cammack about the Outside Counsel Contract. Specifically, Vassar asked Cammack:

⁸ A calendar entry was not located for the interview with Stricklin, but Penley confirmed in his interview that Stricklin was considered.

From: "Vassar, Ryan" <Ryan.Vassar@oag.texas.gov>
Date: September 3, 2020 at 6:51:35 PM CDT
To: "brandon@cammacklawfirm.com"
<brandon@cammacklawfirm.com>
Subject: OAG OCC fy21 draft_1.docx

Please see attached for review.

Also, subsection 57.4(d) of Title 1, Part 3 of the Texas Administrative Code (linked below) requires a prospective outside counsel to disclose past and current conflicts of interest with the State and its agencies, boards, commissions, and other entities, and officials.

https://texreg.sos.state.tx.us/public/readtacSext.TacPage?sl=8&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=3&ch=57&rl=4

We will need to obtain a list from you identifying relevant conflicts, or a written statement indicating that no such conflicts exist.

Thank you,
Ryan

<OAG OCC fy21 draft_1.docx>

Id. Cammack responded to this email stating,

From: Brandon R. Cammack <brandon@cammacklawfirm.com>
Sent: Friday, September 4, 2020 5:33 PM
To: Vassar, Ryan <Ryan.Vassar@oag.texas.gov>
Subject: Re: OAG OCC fy21 draft_1.docx

This draft looks good. Please send an executed copy back.

Additionally, my firm does not have any conflicts of interest with regards to this investigation and OCC agreement. I will continue to look for potential conflicts that may arise in the future and inform the Attorney General's Office in the event a conflict arises.

Respectfully,

Brandon R. Cammack

Id. In addition to the written certification from Cammack stating that he had no conflict, the preliminary investigation has revealed no documents to suggest that Cammack was conflicted at the time of his retention as outside counsel.

AG Paxton met with Brandon Cammack in early September and appointed him to be outside counsel. *See* Exhibit 10, Cammack Affidavit; *see also* Exhibit 11, Signed Outside Counsel

Contract. Cammack again certified that he had no conflicts by signing the contract and promised to notify OAG of any conflicts:

9.8.3 Outside Counsel shall regularly conduct conflicts analyses on its interests and those of its clients and any subcontractor and immediately disclose, in writing, to Agency any actual or potential conflict with respect to Agency or the State of Texas.

9.8.4 Outside Counsel has a continual and ongoing obligation to immediately notify Agency, in writing, upon discovery of any actual or potential conflict to Agency or the State of Texas.

*Id.*⁹

F. Penley Returns to the Office

From September 3 through 14, 2020, Penley was on vacation and not involved on this matter.

Penley continued his investigation when he made contact with Wynne on September 15, 2020, renewing his request for more documents:

From: [Penley, Mark](#)
To: mwynne@gcfirm.com
Subject: Document request
Date: Tuesday, September 15, 2020 3:45:07 PM

Michael:

Please give me a call to discuss the status of the documents that I have requested from you and Mr. Paul. I am awaiting receipt of those documents so I can continue with my investigation.

Thank you,

Mark Penley
Office of the Attorney General
512/936-1595

Penley also claimed that he learned about the interview and selection of Cammack as outside counsel on the same day, September 15, 2020.

Penley spoke with AG Paxton on the next day (September 16, 2020). Penley provided AG Paxton a written list of documents he believed were outstanding from Wynne and necessary to assist Penley in determining if a crime had been committed. AG Paxton told Penley that Paul and

⁹ “Conflicts” in this instance generally means the lack of any legal or financial relationships with the complaining witness (Nate Paul in this case), potential witnesses, OAG, or the subjects of the investigation.

Wynne did not provide the documents because they likely did not trust Penley and Maxwell after the August 12, 2020 meeting and prior treatment by Maxwell. Penley admits that AG Paxton instructed Penley not to do anything further on the criminal investigation involving Referral #1, effective September 16, 2020.

G. Referral #2

At some time after June 10, 2020, and before September 23, 2020, Nate Paul made another criminal complaint to the TCDAO. *See* Criminal Complaints by Nate Paul, Complaint #2. On September 24, 2020, Director of Special Prosecution Don Clemmer emailed a second referral (“Referral #2”) to Brandon Cammack directly. *See* Exhibit 12, Email Communications Between Cammack and Clemmer.

September 23, 2020

Mr. Brandon R. Cammack
Office of the Attorney General of Texas
4265 San Felipe Street, Suite 1100
Houston, Texas 77027

Dear Mr. Cammack:

I am forwarding to you the attached complaint which was recently received by my office from Mr. Nate Paul regarding allegations of misconduct taking place as part of a federal bankruptcy proceeding. The complainant alleges that the misconduct involves various attorneys and a federal magistrate, along with other individuals named in the complaint. My office would typically forward a complaint of this nature to the Public Integrity Unit of the Texas Rangers for review. However, because Mr. Paul has previously filed a complaint, which was also referred to your office, alleging misconduct in an unrelated matter by agents of the Department of Public Safety, of which the Rangers are a part, it would appear inappropriate to direct this matter to them. I am therefore requesting that your agency conduct the review.

Thank you for your attention to this matter.

Sincerely,

/s/ Don Clemmer

Don Clemmer
Director, Special Prosecutions Division

See Exhibit 13, Referral #2.

Cammack was likely discussing this referral with Clemmer and Paul before he obtained the actual document, based on the contents of emails between Clemmer and Cammack. Cammack’s discussions with Paul were not unusual, as criminal investigations commonly require contact with the complainant. Paul appears to have revealed to Cammack during one of these conversations that he made a second criminal complaint during communications about Referral #1. Cammack was also communicating with TCDAO before September 24, 2020, and Cammack was made aware of the fact that Paul had made a second criminal complaint.

Referral #2 alleged an ongoing fraudulent financial scheme where private parties, lawyers, and a bankruptcy judge colluded to defraud mortgage borrowers. Paul identified third-party witnesses that had information and heard confessions of illegal activity from one of the potential defendants. There is no overlap between the potential defendants in Referral #1 and the potential

defendants in Referral #2. Referral #2 alleged a criminal act that was wholly unrelated to the acts and persons cited in Referral #1.

Since the TCDAO was already working with Cammack and knew that he was outside counsel for this investigation, Referral #2 was directed to Cammack as a member of OAG, but addressed to his Houston business office:

September 23, 2020

Mr. Brandon R. Cammack
Office of the Attorney General of Texas
4265 San Felipe Street, Suite 1100
Houston, Texas 77027

Dear Mr. Cammack:

See Exhibit 13, Referral #2. While Cammack was aware of the referral and had begun assisting with TCDAO's investigation, all the evidence, including writings by the Complainants, indicate that the Complainants were completely unaware of Referral #2. A due diligence search was conducted, with the assistance of Chief of Criminal Investigations Division Jason Anderson but failed to locate Referral #2 in any internal OAG database, nor was it located on any desk in the Criminal Investigations Division. First Assistant Attorney General Webster also contacted the TCDAO and asked for information about Referral #2. *See Exhibit 14, Email to Clemmer from Webster.*

H. Cammack's Authority as Special Prosecutor

Based on emails provided by Cammack, TCDAO emails, emails located on OAG servers, and interviews with TCDAO employees, the evidence establishes that TCDAO made Cammack a "Special Prosecutor." The Complainants were unaware of this fact, as they were not directly involved with TCDAO's internal actions.

TCDAO offered Cammack support consistent with his role. For example, TCDAO Chief of Public Integrity Amy Meredith was instructed by Don Clemmer to assist Cammack with obtaining grand jury subpoenas. On September 23, 2020, Cammack was contacted by TCDAO offering Cammack assistance in his investigation:

On Sep 23, 2020, at 5:02 PM, Bailey Molnar
<Bailey.Molnar@traviscountytx.gov> wrote:

Good Afternoon Mr. Cammack,

I am the legal secretary for the Public Integrity Section at the Travis County District Attorney's Office and Amy Meredith, our section chief has asked me to contact you. Please let me know how we can help you with Grand Jury subpoenas. I create all the requests for our section so I am happy to assist in whatever way you need!

Thank you so much. I hope you have a wonderful night and look forward to working with you soon,
Bailey Molnar

This electronic mail message, including any attachments, may be confidential or privileged under applicable law. This email is intended solely for the use of the individual or entity to which it is addressed. If you are not the intended recipient of this email, you are notified that any use, dissemination, distribution, copying, disclosure or any other action taken in relation to the content of this email including any attachments is strictly prohibited. If you have received this email in error, please notify the sender immediately and permanently delete the original and any copy of this email, including secure destruction of any printouts.

See Exhibit 15, Emails Between Cammack and TCDAO to Obtain Grand Jury Subpoenas.

Grand jury subpoenas are commonly used in the investigative phase of a criminal investigation and there is no requirement that anyone appear before a grand jury to obtain a grand jury subpoena. See TEX. CODE CRIM. PROC. Arts. 20.10, 20.11, 24.01, 24.02, and 24.15; *TDCAA Case Preparation for Investigators* (Blue Cover), p. 172; and Exhibit 17, excerpt from *TCDA Case Preparation for Investigators*. (In practice, investigators can contact the local DA and ask it for assistance in obtaining grand jury subpoenas from the judge presiding over the grand jury, unless the information requested is in the county, then the attorney for the state can sign the grand jury subpoena. A special prosecutor is an attorney for the state for this purpose.)

On September 24, 2020, Bailey Molnar described the grand jury subpoena process for Cammack:

On Sep 24, 2020, at 8:17 AM, Bailey Molnar
<Bailey.Molnar@traviscountytx.gov> wrote:

Good Morning Mr. Cammack,

Attached you will find our subpoena request form. If you already have a form created with the information in the form attached, go ahead and just send yours! You do not need to use our form, this is just a helpful go-by. As long as I have your contact information, the subpoenaed parties information, and the description of requested material, I can make it work. Once I receive the requests, I will create the subpoenas, send them back to you for a final review, and then send them to the ADA and Judge for signature!

All of this can be done through email!

Thank you so much,
Bailey Molnar

See Exhibit 15, Emails Between Cammack and TCDAO to Obtain Grand Jury Subpoenas.

Molnar correctly pointed out that the grand jury subpoenas must be obtained through a state prosecuting attorney when she wrote that she would “send them to the ADA and Judge for signature.” See TEX. CODE CRIM. PROC. Arts. 24.01, 24.02, 24.15, and 20.11. At the time TCDAO obtained these grand jury subpoena requests, TCDAO could have an assistant district attorney sign the subpoena, or they could have Cammack sign the subpoenas as “Special Prosecutor.” See *Coleman*, 246 S.W.3d at 82 n.19; see also Tex. Att’y Gen. Op. No. KP-0273. Assistant District Attorney Amy Meredith or a person on her team was responsible for entering the grand jury subpoenas into DocuSign with Cammack’s title, communicating these subpoena requests to the 460th Criminal District Court Judge presiding over the grand jury, and submitting the subpoenas with Cammack’s signature and a signature line designating him as a special prosecutor. Interviews revealed that TCDAO assistant district attorneys knew what was being subpoenaed, discussed what was being subpoenaed, and ensured that Cammack, as special prosecutor, signed these subpoenas.

From September 23, 2020 through September 29, 2020, grand jury subpoenas were provided to Cammack relating to both Referral #1 and Referral #2. Cammack served those subpoenas on parties during that time period.

I. September 29, 2020—Trigger of Criminal Complaint Against AG Paxton

On September 29, 2020, Lacey Mase was meeting with Ryan Vassar, Lesley French, and two other OAG employees. During this meeting, Mase received a cell phone call from a lawyer of an employee at a financial institution notifying her about grand jury subpoenas being served on that institution by Brandon Cammack. This investigation has not yet revealed who called Mase, but the evidence currently suggests the call was likely related to grand jury subpoenas served on two financial institutions.¹⁰ Coincidentally, on the same day Mase received this call, Stephen Lemmon called then-Associate Deputy Attorney General Lisa Tanner, claiming to represent a financial institution and questioning the validity of a grand jury subpoena he had received.¹¹ See Exhibit 16, Lisa Tanner Email Summarizing Her September 29th Call with Steve Lemmon.

Mase left that meeting and went to Mateer’s office. Mateer was in a Zoom meeting. Mase told Mateer’s Executive Assistant that she had to get Mateer out of his meeting because it was an emergency. From eyewitness information, it was learned that the Complainants began meeting frequently in person beginning at this point, and at times included Maxwell and Missy Carey, former OAG Chief of Staff, via telephone.

Email and documents recovered within OAG systems demonstrate that at the time of this meeting, the Complainants believed that Cammack had illegally obtained grand jury subpoenas with the assistance of AG Paxton. This belief was false on two grounds: first, Cammack obtained

¹⁰ Lacey Mase, in her role as Deputy Attorney General of Administration, played no role in OAG criminal investigations, and this phone call raises questions as to how or why she came to be called regarding the service of the grand jury subpoenas. It has been suggested (but not confirmed yet) that an executive of this financial institution was involved with Mase’s election campaign in some capacity, thus she may have had a close, personal relationship with the person who called her. The investigation continues to examine these unconfirmed questions.

¹¹ Coincidentally, Stephen Lemmon is the attorney for the receiver in the Mitte Foundation lawsuit referenced in the Complainants’ criminal complaint against AG Paxton, and the receiver he represents is accused of a crime in Referral #2. This presents a conflict that was not disclosed in any writings or emails.

his subpoenas legally; second, he did so with TCDAO's assistance. No one contacted AG Paxton, Cammack, or TCDAO to verify these false assumptions. Additionally, no one had evidence that AG Paxton was personally aware of the actual contents of subpoena requests.

The first document to be drafted by the Complainants was a September 29, 2020, letter to Cammack instructing him to cease further action and accusing him of "illegal" acts. Around 5:21 p.m., Bangert, who was in the office at the time, emailed himself the beginning draft Microsoft Word document of a letter that would eventually be sent to Cammack, which stated:

Dear Mr. Cammack:

It has come to our attention that you appeared before the Travis County grand jury on September 28, 2020 and represented yourself to be a Special Prosecutor for the Office of Attorney General. It further has come to our attention that you served a subpoena today on at least one private business.

You have no authority to represent yourself to anyone as a "Special Prosecutor for the Office of Attorney General." You have not been retained or authorized by this office and your actions are entirely inappropriate and may be illegal. We demand that you immediately cease and desist from taking any actions in which you purport to be acting pursuant to authority conferred by the Office of Attorney General.

See Exhibit 18, Documents Demonstrating Drafting of Letter Accusing Brandon Cammack.¹²

This document and subsequent versions—which would later become the "Penley Letter"—demonstrate that the Complainants assumed Cammack had illegally represented himself before a grand jury, had obtained grand jury subpoenas for items not related to Referral #1 (see below), and was falsely holding himself out as a special prosecutor. Each of these assumptions proved false.

At some point during the evening of September 29, 2020, Mateer's Executive Assistant was instructed by the Complainants to modify a blank Word document with OAG letterhead by deleting the words "Attorney General Ken Paxton" and only leaving the seal (the "Unauthorized Letterhead"). The Complainants would continue to use the unauthorized letterhead without any authority to do so.

J. September 30, 2020—The Penley Letter

The drafting efforts described above resulted in the Penley Letter, issued on the Unauthorized Letterhead. See Exhibit 19, Penley Letter. Around 8:06 a.m. on September 30, 2020, Mateer's Executive Assistant assisted Penley with scanning Penley's letter to Cammack, which was sent to Cammack at 9:17 a.m. *Id.*; see also Exhibit 20, Mateer's Executive Assistant Email

¹²It is unusual that some of the Complainants would communicate via unsaved Microsoft Word documents. This behavior is inconsistent with transparency, insofar as it makes it difficult to impossible to track the communications.

Scan. Immediately after Penley's letter was scanned, Mase instructed all executive floor personnel to go home, with the exception of the Complainants and Mateer's Executive Assistant.

K. The Criminal Complaint Against AG Paxton

The Cammack grand jury subpoena was the trigger for the Complainants' decision to submit a criminal complaint against AG Paxton. Immediately after drafting the Penley Letter, the Complainants began writing their criminal complaint. The initial draft circulated by Vassar was predicated on the allegations against Cammack and the criminal investigation into the FBI. *See* Exhibit 21, Process of Drafting Criminal Complaint.

Vassar was tasked by the Complainants to write the first draft. This first draft reveals the Complainants' understanding of the events that had transpired and showcases the main accusation against AG Paxton. The first assertion of a criminal complaint against AG Paxton appeared in a draft complaint that was circulated at 7:53 p.m. on September 29, 2020, when Vassar emailed the Complainants, Carey, and Maxwell. *Id.* Another draft was emailed at 12:22 a.m. on September 30, 2020.

Two documents appear to be the "nearly final" or "final" drafts of the criminal complaints against AG Paxton. *See* Exhibit 22, Final Draft of Complaints. Both documents were printed around noon on September 30, 2020, right before the Complainants left the office to make their criminal complaint. Two documents provided by Bangert in response to a litigation hold correspond to these two drafts.

L. Additional Events on September 30, 2020

On September 30, 2020, the only individuals present in the OAG executive leadership offices were the Complainants and Mateer's Executive Assistant. That morning, Mase expressed concern to Mateer's Executive Assistant about who had access to her and the Complainants' email accounts and instructed his Executive Assistant to make changes to email access.

At 10:55 a.m. on September 30, Stephen Lemmon emailed Penley with a grand jury subpoena attached and no written content. Based on this correspondence, it seems likely that Penley had been communicating with Lemmon. *See* Exhibit 27, Email from Lemmon to Penley.

Bangert printed out copies of their criminal complaint around noon. *See* Exhibit 23, Word Document "Information" Relating to Actions Taken by Ryan Bangert. The Complainants stayed in the office for a short time, ate a meal together, then left the office together. The Complainants, with the exception of Mase, left their cell phones at the office and told Mateer's Executive Assistant that she could contact Mase if she needed anything. It is unknown where they went, but according to Blake Brickman's formal complaint filed with OAG regarding his termination, the Complainants made a criminal complaint on September 30, 2020.

Around 12:31 p.m., Cammack sent his invoice for services rendered to the OAG General Counsel email address. *See* Exhibit 24, Cammack and General Counsel Email. At 2:09 p.m., Mateer's Executive Assistant emailed Mase informing her of changes that removed various individuals' access to executive email. *See* Exhibit 25, Mateer's Executive Assistant Email to Mase.

At 5:12 p.m., Vassar instructed then-General Counsel Lesley French to respond to Cammack and informed him that OAG cannot pay the invoice because they do not have a copy of

the executed contract. *See* Exhibit 24, Cammack and General Counsel Email. Cammack responded at 9:52 p.m. and notified Vassar that he would provide the contract in the morning:

From: [Brandon R. Cammack](#)
To: [Vassar, Ryan](#)
Subject: Fwd: OCC Invoice & Expense Submission
Date: Wednesday, September 30, 2020 9:52:01 PM

Hey Ryan,

I did not expect to run into this issue, however, I'll forward over the fully executed contract tomorrow.

Respectfully,

Brandon R. Cammack

See Exhibit 24, Cammack and General Counsel Email.

At some point on this day, Penley contacted TCDAO Director of Special Prosecutions Don Clemmer and told him about what had transpired from the perspective of the Complainants. This probably alarmed Clemmer, as he had been under the impression that Cammack had been hired as outside counsel for OAG. Clemmer emailed Penley at 7:15 p.m. notifying him of some of the communications TCDAO had with Cammack and providing his understanding of Cammack's role. *See* Exhibit 26, September 30 Emails from Clemmer to Penley. By this time, Cammack had been in contact with multiple people at TCDAO by phone and email, so there is no way to piece together all those communications without having access to TCDAO email and phone systems.

Finally, beginning on September 30, and continuing for an indeterminate time, a subset of the Complainants, began visits with clients of the AG, including State government staff and elected officials, to attempt to cause political damage to the AG and his attorney-client relationship with those individuals. These actions were unauthorized, insubordinate, and substantially disruptive to the efficient and effective operation of government.

M. Events on October 1, 2020

At 8:21 a.m., Cammack responded to the September 30 email from Vassar, providing the executed contract between the Attorney General and Cammack. *See* Exhibit 28, October 1 Vassar-Cammack Email; Exhibit 11, Signed Outside Counsel Contract. The preliminary investigation revealed that this was the first time the Complainants saw the executed contract with Cammack.

Once again, the Complainants instructed all other non-executive employees in OAG's executive building to work remotely on this date.

Vassar notified the other Complainants, including Penley, about the existence of the signed contract between OAG and Cammack. *See* Exhibit 29, Email from Vassar to Webster. Approximately four hours after Cammack sent the contract, Jeff Mateer and others drafted a letter to Cammack on the Unauthorized Letterhead, disavowing the outside counsel contract and, apparently as a safeguard, declaring the contract terminated effective immediately. *See* Exhibit 30, Mateer Letter. This reaction suggests that most of the Complainants did not know Cammack's contract had been signed before filing a criminal complaint against AG Paxton. (And Mateer's involvement in the interview process to hire outside counsel raises questions about his knowledge at the time of signing the Mateer Letter.)

At 12:49 p.m., Mateer group-texted with the Complainants and AG Paxton, notifying him that they had made a criminal complaint against him and instructing AG Paxton to meet them at 3:00 p.m. *See Exhibit 31, Group Text.*

At 12:56 p.m., Bangert emailed Cammack the Mateer Letter, again on the Unauthorized Letterhead. *See Exhibit 30, Mateer Letter.*

At 1:04 p.m., Mase emailed the “whistleblower letter” on Unauthorized Letterhead to Greg Simpson, head of OAG Human Resources. *See Exhibit 1, Letter from the Complainants Disclosing Criminal Complaint.* Later, this letter was leaked to the press by one or more of the Complainants.

N. Misleading Don Clemmer and Violation of Tx. Code of Crim. Proc. Article 20.02

At 1:20 p.m. on October 1, 2020, Mark Penley emailed the following letter to Don Clemmer at the TCDAO:

October 1, 2020

Via email (don.clemmer@traviscountytexas.gov)

Mr. Don Clemmer
Director, Special Prosecutions Division
Travis County District Attorneys Office
Austin, Texas

Dear Mr. Clemmer:

It has come to our attention that attorney Brandon Cammack of Houston, ostensibly acting as a “Special Prosecutor” for the Office of Attorney General, has recently requested and obtained the issuance of a number of subpoenas from the Travis County Grand Jury. To be clear, Mr. Cammack is not properly authorized to take any action on behalf of our office. Any representations he makes to the contrary are false, and he should not be permitted by you to take any further actions on behalf of our office.

Mr. Cammack has been notified that he is not properly authorized to act as a special prosecutor for the Office of Attorney General and has been directed immediately to cease and desist from all activities taken in that purported capacity. At your earliest convenience, please provide me, by email addressed to me at mark.penley@oag.texas.gov, with copies of each of those subpoenas for our review any further appropriate action.

Thank you for your assistance.

Respectfully,

s/ J. Mark Penley

J. Mark Penley
Deputy Attorney General for Criminal Justice

See Exhibit 32, Email from Penley to Clemmer.

As Penley had access to the fully executed contract prior to this point, Penley knew or should have known that these statements were false. Penley did not acknowledge that he had seen the signed contract in his note to Clemmer, nor did he refer to the contract’s existence. These omissions materially affected TCDAO’s understanding of Cammack’s authority.

At 2:51 p.m., Vassar surreptitiously communicated grand jury information and criminal investigative information to private lawyer Johnny Sutton. *See Exhibit 33, Vassar Email to Johnny Sutton (attachments redacted to protect grand jury information).* All the Complainants were included on this email and aware of this act. Vassar’s illegal communication criminally violated

Texas Code of Criminal Procedure article 20.02, which requires secrecy regarding grand jury proceedings; the subpoenas themselves likewise contained warnings that the subpoenas were to be kept secret.¹³

At 3:03 p.m., Penley logged into DocuSign and rejected the Cammack outside contract. *See Exhibit 34, DocuSign Record for Cammack Executive Approval Process.* DocuSign keeps a record of all actions taken with a document being routed through OAG, including when it was sent, when it was opened, and any other digital actions taken in regard to the document.

At 3:08 p.m., AG Paxton texted the Complainants back stating, “Jeff, I am out of the office and received this text on very short notice. I am happy as always to address any issues or concerns. Please email me with those issues so that they can be fully addressed.” *See Exhibit 31, Group Text.*

Meanwhile, on the same day, Penley obtained copies of the grand jury subpoenas for Referral #1 and Referral #2 directly from Clemmer. Before releasing this grand jury information, Clemmer noted to Penley that Texas Code of Criminal Procedure article 20.02(h) could apply here to any third-party disclosure.

From: [Don Clemmer](#)
To: [Penley, Mark](#)
Subject: RE: [CAUTION EXTERNAL] Re: Grand Jury Subpoena
Date: Thursday, October 1, 2020 9:59:05 AM

I'm not positive that there will be a record of what subpoenas have been issued but I will try to find out. I'm also not sure about the application of Art. 20.02(h) given the extraordinary nature of this situation. I'll get back to you.

From: Penley, Mark <Mark.Penley@oag.texas.gov>
Sent: Thursday, October 1, 2020 9:42 AM
To: Don Clemmer <Don.Clemmer@traviscountytx.gov>
Subject: Re: [CAUTION EXTERNAL] Re: Grand Jury Subpoena

Can you tell how many subpoenas he obtained, and to what entities? I want to withdraw those.

Thanks, Mark
512/936-1595

Sent from my iPhone

Beginning at 2:06 p.m., Clemmer sent all grand jury subpoenas for Referral #1 and Referral #2 via email to Penley. Upon receipt of the secret grand jury subpoenas, and without notifying Clemmer of his intent, Penley promptly leaked this grand jury information to private lawyer Johnny Sutton. This was a violation of Texas Code of Criminal Procedure article 20.02. *See Exhibit 35, Emails to Sutton from Penley.*

¹³ Instead of disobeying the secrecy requirements for the grand jury subpoena, Vassar had a duty to approach the district judge in Travis County presiding over the grand jury to ask permission to release the secret grand jury subpoenas to private parties or to the potential defendants of the criminal investigation.

There is no exception to article 20.02 that allows for secret grand jury information to be provided to a private lawyer, nor is there an exception permitting disclosure of grand jury subpoenas to individuals under criminal investigation.¹⁴

On October 2, 2020, more than 24 hours after learning about the outside counsel contract, Penley, with the assistance of Lisa Tanner, filed a motion to quash the grand jury subpoenas. *See* Exhibit 42, Motion to Quash Grand Jury Subpoenas. Here too, Penley omitted the material fact that AG Paxton had authorized Cammack to act as outside counsel. Cammack's express authority to act was clearly material to a court's analysis of whether to quash the subpoenas. Additionally, TCDAO can retain any lawyer as a special prosecutor as TCDAO sees fit (as opposed to a pro tem attorney), regardless of a lawyer's status with OAG. Since TCDAO had designated Cammack a special prosecutor, Penley had no authority to attempt to undermine grant of authority.

Finally, Mateer resigned from the OAG on October 2, 2020.

¹⁴ Instead of disregarding the secrecy requirements ordered within the grand jury subpoena, Penley had a duty to approach the district judge in Travis County presiding over the grand jury, to ask permission to release the secret grand jury subpoenas to private parties or to the potential defendants of the criminal investigation.

IV. LEGAL ANALYSIS

A. The Complainants Compromised the Integrity of the Referral Investigations

Beginning October 5, 2020, OAG worked to preserve all documents within the agency that were connected to the Complainants' allegations. The documents, litigation files, and other recordings made or created by members of the agency before the Complainants made their allegations, and the documents memorializing communications, were material. The investigation included, in cooperation with OAG's Chief Information Officer, the retrieval and preservation of Microsoft Outlook communication files, the separation of still-employed Complainants and other conflicted parties from the investigation, and a litigation hold on all persons involved with, and all materials relating to, the Complainants' allegations. The investigation has not yet finished reviewing all these files. The review process will continue following the publication of this Report, and this Report may be updated to reflect any new material facts or additional evidence uncovered in that review.

i. Ryan Vassar—Deletion of Evidence

On or around Monday, October 5, 2020, near the end of the day, then-Deputy First Assistant Ryan Bangert notified Webster that he objected to the decision to meet with Cammack in the office. Webster notified Bangert in response that an investigation into what had transpired within the office was being conducted and that Cammack's interview was being conducted in connection with that investigation. In any event, the undersigned's orders seeking to preserve emails and relevant documents regarding the Complainants' allegations caused word to spread regarding the pending investigation.

As mentioned above, Ryan Vassar provided secret grand jury subpoenas to private attorney Johnny Sutton on October 1, 2020. Vassar kept a separate folder in outlook, called "zNew," in which he selectively retained emails related to the Complainants' actions. Vassar deleted the evidence of his email to Johnny Sutton containing the illegally transmitted grand jury subpoenas at 9:17 p.m. on October 6, 2020.¹⁵ This deletion risked that OAG would not retain these important documents; once the file was moved to the deleted folder, OAG's system was set to purge the email in three days, instead of the customary 30 days. The deletion of the document that most directly proves that Vassar violated Texas Code of Criminal Procedure article 20.02 strongly suggests that Vassar tampered with evidence, a third-degree felony. *See* TEX. PENAL CODE § 37.09. This also violates OAG's retention policy. OAG continues to investigate whether Vassar or anyone else illegally deleted documents or other emails as well.

ii. Jeff Mateer—Disappearing Evidence

Mateer had a long-standing practice of keeping a written journal of his days at OAG. Chief of OAG's Information Governance Division, April Norris, personally conducted an inventory of the items left in Mateer's office after he resigned. *See* Exhibit 36, Inventory. The inventory includes the following journals for 2020:

¹⁵ The OAG Chief Information Officer reviewed Vassar's Outlook files and determined that the item was deleted. OAG would not have discovered this deletion had Webster not instructed the CIO to preserve **Vassar's inbox immediately upon his arrival as the First Assistant Attorney General.**

- Two journals for 2020
 - 1/2020 - 3/2020
 - 4/2020 – 6/2020

Mateer did not resign until October 2, 2020, suggesting that Mateer’s journal from July 2020 to October 2020 is missing. Past journals included meticulous records, including his itinerary, notes, and “to do” items. These journals likely included information about his interviews with candidates to serve as outside counsel for Referral #1. Webster instructed Human Resources Director Greg Simpson to contact Mateer asking for the missing journal. Mateer responded that he did not have any journals in his possession and did not account for the absence of this significant piece of evidence.

iii. Leaked Documents

Documents and information were leaked from OAG, by one or more of the Complainants, and separate from their complaints made to law enforcement. The investigation into the exact originator(s) of the leaks is ongoing. These leaks and disclosures violated State law and ethics rules, as this information involved privileged information, including attorney client communications and attorney client work product.¹⁶

The information leaked to the press involved documents, legal conclusions, work product and internal decision-making of agency attorneys. Complainant Mateer had previously decried this type of behavior by sending a cease-and-desist letter to a former employee who had leaked information, and wrote an article that was published in the Texas Lawyer. *See* Exhibit 2, Cease and Desist Letter. Addressing the leaking of documents, legal conclusions, work product, and internal decision-making of agency attorneys, Mateer wrote:

That is quintessential privileged information. An agency with law enforcement duties cannot function if every single one of its 4,000 employees could send confidential documents to the press every time they personally disagreed with a discretionary decision their boss made. Nor can the former employee’s actions be defended under some theory that he was a whistleblower calling attention to alleged corruption by a public official.

Jeffrey C. Mateer, *Protecting Privilege and the Trump University Investigation*, TEXAS LAWYER (June 14, 2016, 1:00 AM), <https://www.law.com/texaslawyer/almID/1202760014296/OpEd-Protecting-Privilege-and-the-Trump-University-Investigation/?slreturn=20210301192503>.

One of the documents leaked Cammack’s initial billing statement to OAG. These documents included information that should have been lawfully redacted by OAG’s public information team before it was released. This unredacted information included confidential criminal investigation information, confidential information regarding Referral #2, and the name of an individual connected to Referral #2. Indeed, as that individual’s identity was not connected to Referral #1, it could only have been significant to the person being investigated in Referral #2.

The person being investigated had confessed his illegal actions to this third-party person, and the person on the billing statement was the witness who heard that confession. As a result of that leak, AG Paxton has been threatened by the person investigated in Referral #2, and the third-

¹⁶ Texas Disciplinary Rules of Professional Conduct, pmb1. ¶¶ 1, 3; *id.* Rule 1.05.

party witness on the invoice has been harassed. Neither of these things would have occurred had OAG employees not leaked criminal investigation information. The investigation into who leaked this information is ongoing, and a criminal referral will follow if appropriate.

iv. September 30, 2020, Penley Letter—False and Incorrect Statements

The Penley Letter is set out in full below. This letter was written on the Unauthorized Letterhead two weeks after Penley was instructed by AG Paxton not to work on this matter any further. The highlighted and alphabetized portions are either factually or legally incorrect:



September 30, 2020

Brandon R. Cammack
Criminal Defense Attorney
Cammack Law Firm, PLLC
4265 San Felipe St. #1100
Houston, Texas 77027

Dear Mr. Cammack:

(Red Letters added for reference by Brent Webster)

(A) It has come to our attention that you appeared before the Travis County grand jury on September 28, 2020, and represented yourself to be a Special Prosecutor for the Office of Attorney General. It further has come to our attention that you served a subpoena today on at least one private business. (B) The subpoena you obtained and served has no connection to any criminal investigation authorized by, or referred to, the Office of Attorney General.

(C) You have no authority to represent yourself to anyone as a "Special Prosecutor for the Office of Attorney General." The Office of Attorney General may be authorized by a district attorney to provide assistance in the prosecution of criminal matters. TEX. GOV'T CODE § 402.028(a); see *id.* § 41.102(b). (D) Assistance in such matters, however, does not include prosecuting a criminal case, such as obtaining a subpoena from a grand jury without being appointed to do so by a district attorney. *Id.* (E) Moreover, the law only allows a district attorney to appoint an assistant attorney general as an assistant prosecuting attorney. *Id.* (F) You have no such appointment.

(G) You have not been retained, authorized, or deputized by this office as such and your actions are entirely inappropriate and may be illegal. We demand that you immediately cease and desist from taking any actions in which you purport to be acting as a Special Prosecutor pursuant to authority conferred by the Office of Attorney General or under a delegation of authority by the Travis County District Attorney.

Respectfully,

J. Mark Penley
Deputy Attorney General for Criminal Justice

Sentence A is false. Brandon Cammack never appeared before a grand jury. Grand jury subpoenas are obtained from a judge, and those subpoenas were submitted to the 460th Criminal District Court Judge by TCDAO staff.

Sentence B is false. The private business subpoena related to a criminal investigation into Referral #2. The Complainants did not know about Referral #2.

Sentence C is false. TCDAO appointed Cammack to be a special prosecutor.

Sentence D is incorrect. Special prosecutors can obtain grand jury subpoenas. Even if the TCDAO had not made Cammack a special prosecutor, he would have still been able to legally obtain a grand jury subpoena (through a different avenue) as an investigator. Investigators in the State of Texas commonly use grand jury subpoenas to obtain information during the investigation phase of the criminal justice process. *TDCAA Case Preparation for Investigators*, (Blue Cover), p. 172; and Exhibit 17, Excerpt from *TDCAA Case Preparation for Investigators*.

Sentence E is incorrect. Penley fails to distinguish between a pro tem prosecutor, who cannot be a private practice attorney, and a special prosecutor, who can be an attorney in private practice. *See Coleman*, 246 S.W.3d at 82 n.19; Tex. Att’y Gen. Op. No. KP-0273 (2019);

Sentence F is false. Cammack did have this authority pursuant to the TCDAO appointment.

Sentence G is false. Penley possessed the outside counsel contract approximately 24 hours after this letter was sent. Additionally, AG Paxton had designated Cammack outside counsel, which was sufficient under Texas law.

v. October 1, 2020, Mateer Letter—Proof of Lack of Knowledge and False Statements

The Mateer Letter—Exhibit 30—demonstrates that the Complainants did not know about OAG’s signed contract with Cammack at the time they made the criminal complaint on September 30, 2020. Instead of reexamining their theories regarding AG Paxton and his actions granting authority to Cammack, the letter attempted to deny or rescind Cammack’s authority. Neither effort was legally effective given that the contract was fully executed and TCDAO had made Cammack a special prosecutor.

At the writing of the letter (October 1, 2020), Mateer was in possession of the outside counsel contract signed by AG Paxton and Cammack. The day before he obtained the contract, he made a criminal complaint under the false assumption that there was no outside counsel contract with OAG. The existence of the contract apparently surprised the Complainants, despite Mateer’s involvement in the hiring of outside counsel. In response to the receipt of the signed contract, Complainants made the decision to disavow the contract. Within the letter, Mateer does not articulate a legal basis for why the contract was invalid, nor does he articulate how AG Paxton’s signature was invalid or insufficient under Texas law. AG Paxton is legally empowered to authorize and sign outside counsel contracts – as the attorney general. His subordinates do not have the authority to cancel contracts signed by him without his approval. Any internal policy regarding signatures and approvals is for the accountability over subordinates, and it is how the attorney general delegates his authority – however, such internal policy does not constrain the attorney general’s lawful discretion to act.

Furthermore, instead of contacting TCDAO to ask them whether they had made Cammack a special prosecutor, Mateer wrote a statement that reflected his lack of understanding of the difference between a pro tem prosecutor and a special prosecutor, incorrectly identified Cammack as “Special Prosecutor of the Office of Attorney General”, and further, falsely threatened criminal exposure to a duly-designated special prosecutor:

Finally, the Office of Attorney General has been notified that you are representing yourself to members of the public and government officials as a "Special Prosecutor" of the Office of Attorney General. The Office of Attorney General does not employ an outside legal counsel as a special prosecutor. Impersonating a public servant is a third-degree felony. TEX. PENAL CODE § 37.11. Continuing to represent yourself as a special prosecutor or other representative of the Office of Attorney General may constitute a crime under state law. We demand, again, that you immediately

Exhibit 30, Mateer Letter.

Mateer expressly contradicted the opinion he signed in his capacity as First Assistant Attorney General and caused to be issued on October 11, 2019, namely Texas Attorney General Opinion KP-0273, which covers what a special prosecutor is and how the district attorney creates and controls special prosecutors. *See* Exhibit 4, Tex. Att'y Gen. Op. No. KP-0273.¹⁷ Armed with an understanding of the opinion, the prudent and logical next step would have been for Mateer to contact TCDAO and determine if they had given Cammack a special prosecutor designation. He did not take that step, however. And at no time did Mateer or the Complainants contact AG Paxton to ask whether he had signed the contract.

B. TCDAO Had Legal Control Over the Investigation into Referral #1 and Referral #2

TCDAO Assistant District Attorney Amy Meredith and First Assistant Mindy Montford were interviewed to understand the facts in this case from the perspective of the TCDAO. Those discussions and their related documents, as understood through settled Texas law, revealed the following:

- TCDAO leadership, First Assistant Mindy Montford and Director of Special Prosecutions Don Clemmer, voluntarily and with full knowledge of what they were investigating, opened two different investigations, which this Report has named Referral #1 and Referral #2.
- TCDAO did not recuse themselves, therefore they retained legal care, custody, and control of the investigations.
- OAG could only assist TCDAO in their investigation, and only at TCDAO's request.
- Cammack never appeared before a judge or before a grand jury, but instead relied on TCDAO to have the subpoenas issued.
- Chief of Public Integrity Unit Amy Meredith and her staff, including Bailey Molnar, were responsible for obtaining grand jury subpoenas and maintained control of that process, which included entering the subpoenas into DocuSign, setting up the signature fields in DocuSign, communicating information about the subpoenas to the judge presiding over the grand jury, and providing the subpoenas to the judge presiding over the grand jury.

¹⁷ This opinion was personally signed by Mateer, as AG Paxton had previously recused himself from reviewing the subject matter covered by this Opinion for even the appearance of impropriety, and Mateer personally confirmed the recusal at the time of issuing Opinion KP-0273.

- TCDAO knew what was being subpoenaed by Cammack (i.e., investigation into federal agents, Referral #1 and Referral #2).
- TCDAO made Cammack a special prosecutor, as indicated through the grand jury subpoena process. While it is not customary to actually supervise special prosecutors, TCDAO is still legally responsible for the prosecutor.
- On October 9, 2020, after the Complainants lodged their allegations and substantial press coverage began, TCDAO exercised their legal and actual control to close their investigation.

Cammack held two different legal and authoritative designations because he was both outside counsel for OAG, operating under the authority of OAG, and a special prosecutor for TCDAO. Since TCDAO had not recused themselves from the criminal referrals, TCDAO retained legal control over the investigation and any authority Cammack or OAG operated under was subordinate to TCDAO.

TCDAO was at all times the gatekeeper for grand jury subpoenas and the only law enforcement authority that had the power to appoint a “special prosecutor.” *See Coleman*, 246 S.W.3d 76, at 82 n.19; Again, TCDAO presented Cammack as special prosecutor upon providing grand jury subpoena requests to the judge. TCDAO assistant district attorneys knew what was being subpoenaed, discussed what was being subpoenaed, and made sure that the special prosecutor was the one signing the subpoenas. Complainants’ allegations that Cammack had any defect in his obtaining of grand jury subpoenas fail as a matter of fact and law, because TCDAO retained legal and actual control over the grand jury subpoena process and TCDAO retained actual control over any special prosecutor designated by the judge presiding over the grand jury.

On October 8, 2020, after discovering the misrepresentations and false information provided by the Complainants to the TCDAO, newly-appointed First Assistant Attorney General Brent Webster notified TCDAO Assistant District Attorneys Meredith and Clemmer and requested relevant documents from TCDAO for the OAG’s files.

From: [Webster, Brent](#)
To: Don.Clemmer@traviscountytx.gov; Amy.Meredith@traviscountytx.gov
Subject: Nate Paul Complaint
Date: Thursday, October 8, 2020 7:51:45 PM
Attachments: [Fully Executed OAG OCC.pdf](#)
[image2020-10-07-122407.pdf](#)
[quash GJ subpoena.cammack \(002\).pdf](#)

Good Evening Don and Amy,

General Paxton recently appointed me to be his First Assistant Attorney General. One of my tasks is to collect our agency documents and other evidence to determine what has transpired internally with our agency, regarding the referral you sent to our office on June 10, 2020, which is attached. Is this the only referral? I understand there were two, but I have been unable to locate the second one. I also wish to update you on what I have discovered.

This collection of documents and emails is on-going. If you have any documents or email communications you are willing to release to me that would assist me in understanding what has transpired, I would appreciate it.

The Attorney General did contract with Brandon Cammock

I have confirmed that General Paxton did sign a contract with Brandon Cammock to fulfill the investigative role that your office requested in the referral(s). (See page 15 regarding job description) I am providing those documents to you with this email. General Paxton informs me that this outside contract was signed in early September, and before Brandon Cammock contacted your office for Grand Jury subpoena assistance. I do not know why there is no contract number. It is on my list to learn how those number are assigned and why no number was assigned. Regardless of the number issue, the General confirmed that he did sign it.

Termination by First Assistant Jeff Mateer

Then acting First Assistant Jeff Mateer mailed a letter to Brandon Cammock terminating the contract on October 1, 2020. Jeff Mateer resigned on October 2, 2020. The contract termination was not authorized by General Paxton.

Notice of Statements made by Mark Penley that should have been disclosed to the Judge

Deputy Assistant Attorney General Mark Penley prepared a motion to quash to submit to the court that omitted the fact that the Texas Attorney General had hired Brandon Cammock to address this investigation. Additionally, Brandon Cammock had also forwarded a copy of the signed contract to deputies in the Attorney General's office one day *before* the motion was filed. Having been a Texas prosecutor for 10 years, I believe this fact is so substantial, that the omission causes this motion to be substantially misleading, or at a minimum, was a fact any reasonable judge or ADA would want to know. Unfortunately, I am still investigating email communications and looking for internal documents relating to this specific issue, so I cannot provide you any further documents or explanations on this matter at this time. Mark Penley is currently on administrative leave.

Next Steps

Given the nature of what has transpired, I believe it is important that our office be completely transparent and up front with what has occurred so that we can continue to have a good working relationship with the Travis County District Attorney's Office.

Can we discuss this tomorrow at your convenience? If neither of you are available, is there an ADA in the office that I could talk with regarding this investigation? Moving forward, I will be the point of contact on this situation.

Thank you,

Brent Webster

Webster did not receive any responsive documents to his request. However, soon after this, Webster received a letter from then-Travis County District Attorney Margaret Moore, replicated below. At the time Moore wrote her letter, she did not know that the Complainants hid the existence of the outside counsel contract, and she was not aware that Penley had misled Clemmer to obtain grand jury subpoenas and then leaked them in violation of Texas Code of Criminal Procedure article 20.02. For these reasons, it appears that Moore wanted to distance herself from a fraught situation. Moore's rapid response to the October 8th letter did not accurately reflect the legal authority of the investigation and did not accurately reflect the affirmative and intentional actions taken by her employees. Specifically, the following highlighted sentences are inaccurate and omit key information necessary to make them accurate:



**OFFICE OF THE
DISTRICT ATTORNEY**

P.O. Box 1748, Austin, TX 78767
Telephone: 512/854-9400
Fax: 512/854-4206

MARGARET MOORE
DISTRICT ATTORNEY

MINDY MONTFORD
FIRST ASSISTANT

October 9, 2020

Ken Paxton
Attorney General of Texas
Office of the Attorney General

Red letters and highlights added by
Brent Webster for reference

Via email and by hand delivery

Dear Attorney General Paxton:

(A) On June 10, 2020, my office sent to David Maxwell a letter referring a Request to Investigate (RTI) filed in our office by Nate Paul. (B) The RTI was received by us after you asked my office to hear his complaints. The referral to the OAG was made with your approval. (C) We did not conduct any investigation into the merits of the matters complained of. (D) In referring the matter to the OAG, we concluded that ours was not the appropriate office to either address the matters raised in the complaint or to conduct an investigation into them.

(E) The referral cannot and should not be used as any indication of a need for investigation, a desire on the Travis County D.A.'s part for an investigation to take place, or an endorsement of your acceptance of the referral.

(F) My office has closed this file and will take no further action. Furthermore, I have instructed my employees to have no further contact with you or your office regarding this matter.

(G) Any action you have already taken or will take pursuing this investigation is done solely on your own authority as provided by Texas law. The newly surfaced information raises serious concerns about the integrity of your investigation and the propriety of your conducting it.

Sincerely,

Margaret Moore

Cc: Brent Webster

Ronald Earle Building, 416 W. 11th Street, Austin, Texas 78701

Sentence A references Referral #1 but fails to include information about Referral #2. This raises questions as to whether the TCDAO had closed its investigation into Referral #2. The TCDAO has and continues to refuse to discuss this matter with OAG (Sentence F). OAG participates in these criminal investigations only to assist TCDAO, so out of an abundance of caution, OAG ceased its participation in both matters until TCDAO advises that either investigation remains ongoing or has been re-opened.

Sentence C is incorrect. TCDAO authorities Montford and Clemmer conducted an interview with the complainant and oversaw the special prosecutor, which qualifies as investigative activity. Additionally, Meredith and Clemmer were aware of the subpoenas issued by the special prosecutor and discussed the content of the subpoenas internally, eventually allowing the grand jury subpoenas to go forward. Montford and Clemmer have more information as it relates to the investigative actions they took.

Sentence D is legally and factually wrong. As noted above, TCDAO did initially investigate and referred the matter to the OAG.

Sentence E is legally and factually wrong. As a matter of law and practice, TCDAO takes no action on some complaints it receives, refers some of the complaints to other agencies, and on other occasions asks OAG for assistance with a TCDAO investigation. If OAG is involved, there are only two options for TCDAO: (1) recuse TCDAO and ask OAG to proceed on a pro tem basis, or (2) open an investigation and ask OAG to assist TCDAO with its investigation. Texas law affords no other options in this situation. With that background, and as a matter of law, Referral #1 and Referral #2 undeniably indicated a need to investigate, expressed TCDAO's desire that an investigation take place, and constituted TCDAO's endorsement of the referral because at all times it was TCDAO's investigation to conduct.

Sentence G is legally and factually wrong. As mentioned above, this was always a TCDAO investigation. TCDAO accepted the complaint, TCDAO did not recuse, and TCDAO requested OAG's assistance with its investigation. OAG obtained no independent authority in this investigation and was at all times subordinate to TCDAO's authority. Although it references Texas law, Moore's Sentence G in fact contradicts Texas law. OAG has no independent authority under Texas law for this type of investigation, unless we are assisting a district attorney.

C. Interference into Criminal Investigations

Some Complainants intentionally interfered with the criminal investigation into Referral #1 and interfered with Referral #2 collaterally by interfering with Referral #1. (That interference is thoroughly discussed in other sections of this Report.) There is also evidence that suggests that there may have been interference into the investigation by Neeraj Gupta, Johnny Sutton, Steve Lemmon, and other unknown actors.

As a reminder, Referral #1 was, in part, an investigation into allegations made against federal employees that operate under the U.S. Attorney's Office for the Western District of Texas. These allegations implicate crimes under Texas law, and the TCDAO has jurisdiction over these criminal acts. Additionally, it now appears that Gupta's colleagues in the U.S. Attorney's Office for the Western District of Texas have opened an investigation specifically investigating the investigation into their own office.

i. Assistant U.S. Attorney for the Western District – Neeraj Gupta

Gupta, an Assistant U.S. Attorney for the Western District of Texas, appears to have known about the criminal investigation into him, before employees of OAG knew that TCDAO had begun an investigation and asked OAG to assist with that investigation. Gupta admitted this via email, before OAG had even received the first referral:

From: [Gupta, Neeraj \(USATXW\)](#)
To: [Godbey, Joshua](#)
Cc: [Day, Cathleen](#)
Subject: Re: Discussion re: Mitte Fdn vs. WC 1st and Trinity et al; Cause No. D-1-GN-18-007636; In the 126th Judicial District Court of Travis County, Texas
Date: Wednesday, June 17, 2020 12:57:43 AM

Thanks. The world class lawyers have sued someone who complied w a search warrant, made official complaints against the agents, filed some stuff that was pretty aggressive, and met with some Texas AG special criminal investigations group asking them to open a criminal case against me for investigating Nate Paul. I'm looking forward to reading about how these lawyers are or aren't compensated.

Before the above email was sent, Gupta scheduled a call to deter OAG from investigating, among other matters, the Mitte Foundation. Given Gupta's expressed knowledge about the fact that law enforcement had opened an investigation into him, combined with his own self-interest to make sure no one brings charges against him, calls into question the contacts he made with OAG employees, including the Complainants.

ii. Johnny Sutton

Johnny Sutton is a former U.S. Attorney for the Western District of Texas who may have personal and professional relationships with the potential defendants being investigated by TCDAO and OAG in Referral #1. Potential defendants included Assistant U.S. Attorneys in the Western District of Texas, FBI agents in the Western District, and others. Sutton also received information provided through Penley's and Vassar's violation of Texas Code of Criminal Procedure article 20.02. This illegal transmission directly caused grand jury subpoenas of the Referral #1 criminal investigation to be received by a person that is possibly connected to the potential defendants being investigated in Referral #1. TCDAO (through the assistance of OAG and its outside counsel Cammack) was investigating the FBI and DPS, and Mark Penley directly interfered with that investigation by providing secret grand jury subpoenas to the agencies and individuals being investigated.

iii. Steve Lemmon

Steve Lemmon is the attorney for the receiver in the Mitte Foundation litigation with Nate Paul. The complaint against AG Paxton was triggered by Lacey Mase receiving a call from a lawyer connected to a financial institution notifying her about grand jury subpoenas being served on said financial institution by Brandon Cammack. On the same day Mase received this call, Lemmon called OAG Associate Deputy Attorney General Lisa Tanner claiming to represent a financial institution and questioning the validity of a grand jury subpoena he had received.¹⁸ See Exhibit 16, Lisa Tanner Email Summarizing Her September 29th Call with Steve Lemmon.

However, Lemmon's representations appear misleading because on November 5, 2020, during a deposition, he makes representations that are different than the representations that he made to Lisa Tanner:

16 A. Correct.

17 Q. Who is Mr. Hardeman?

18 A. I don't know exactly. I think he may own some
19 car dealerships and is an individual who perhaps has
20 purchased, or what I read in the newspaper has purchased
21 other World Class debt.

22 Q. And he purchased that World Class debt from a
23 company called Amplify, correct?

24 A. I do not know that.

25 Q. Do you know that Amplify is represented by your

1 attorney, Mr. Lemmon?

2 A. I do not know that.

3 MR. LEMMON: And, Your Honor, I object.

4 Actually, I don't represent Amplify. My firm's
5 represented Amplify for a couple of years. But the
6 primary responsibility is one of my law partners.

7 Q. (By Mr. Cassidy) And are you aware that Amplify
8 was selling Mr. Paul's debt to Mr. Hardeman who is
9 represented by Mr. Riley? Did you know that,
10 Mr. Milligan?

11 A. I did not know that.

12 Q. If you did know that, would you be concerned
13 that your attorney has relationships with a company
14 that's selling Mr. Nate Paul's debt to a third party,
15 Mr. Riley?

Exhibit 44, Transcript of November 5, 2020 Gregory Milligan Deposition, pages 137–38.

Whether and to what extent Steve Lemmon may have interfered with the criminal investigation is unknown, as his relationship with the Complainants was not disclosed. Nevertheless, his involvement is concerning given his questionable representations to OAG and his potential personal motivation to gain a strategic advantage for his client in the Mitte Foundation litigation with Nate Paul.

D. Cases in Referral #1 and Referral #2 Were Not Closed as Unfounded; Questions Remain

Though Complainants asserted that Nate Paul's criminal allegations were meritless, OAG records directly contradict that claim. For example, Penley's writings and documents show that he was mid-investigation when AG Paxton told him that outside counsel would be taking over the investigation. Furthermore, Maxwell did not document his investigation and findings. Verbal conclusory statements that the case into Referral #1 was closed neither hold merit nor reflect OAG's position at the time. Furthermore, Referral #2 was never investigated by any OAG staff, who was unaware of its existence. Referral #2 therefore could not have been closed based on its merits.

It is confirmed that the investigation was never documented through OAG's normal channels, including Webpass and the offense report system, and actions taken to investigate by

Maxwell were not documented, with the exception of video recordings of interviews with complainant Nate Paul. Maxwell went so far to instruct his own staff *not* to document their actions. Proper procedures regarding the handling of Referral #1 by David Maxwell and Mark Penley, were not followed and the claims against the potential defendants in Referral #1 were not ruled out.

Penley admitted in an interview on November 2, 2020 that, on August 12, 2020, he had determined there were more investigative actions he could take and that he had asked Wynne to provide him with more documents and evidence. Penley then went on vacation. Between the August 12, 2020, meeting and vacation, he did not work further on the case. Penley led his fellow Complainants to believe that he had ruled the actions out, but his last act on the case was to identify things that he needed to investigate. Penley never finished the actions he identified that required investigation. Other evidence later found in his office demonstrated he had a list of items to investigate, with only one of the several questions on the list having been answered. *See* Exhibit 37, Penley List. The day before AG Paxton told Penley to cease working on the case, Penley confirmed in writing that he wished to take further steps in his investigation:

From: [Penley, Mark](#)
To: mwynne@gcfirm.com
Subject: Document request
Date: Tuesday, September 15, 2020 3:45:07 PM

Michael:

Please give me a call to discuss the status of the documents that I have requested from you and Mr. Paul. I am awaiting receipt of those documents so I can continue with my investigation.

Thank you,

Mark Penley
Office of the Attorney General
512/936-1595

There is no evidence that Penley completed an investigation or documented any findings of his investigation. And with the exception of two meetings recorded on video at AG Paxton's direction, and verbal instructions to the forensics team, David Maxwell's actions and conclusions are also undocumented. Additionally, the forensics team disclosed that they needed more information to draw conclusions.

Maxwell and Penley articulated to some in the office that they believed the State of Texas should not investigate the federal authorities for crimes that federal agents and lawyers may have committed in Texas. They expressed the opinion that only the FBI can investigate itself. That idea is incorrect, and it is well established that federal authorities can be investigated and prosecuted by state or local authorities if they violate state law.¹⁹ TCDAO has investigated federal officers,

¹⁹ In some situations, federal authorities can assert immunity and have their case removed to federal court, but those are procedural and defensive actions in response to investigation and prosecution; they are not a bar to investigation and prosecution.

most notably, their investigation and indictment of Charles Kleinert, who was a deputized federal agent at the time he was accused of committing an offense.²⁰

Once the case passed to Outside Counsel/TCDAO Special Prosecutor Cammack, it appears he was making progress on the investigation. A preliminary review of the criminal investigative file that Cammack turned over to OAG reveals that the outside counsel conducted his investigation in a way that met minimum investigative standards, including meeting with the complainant, interviewing witnesses, and collecting evidence, which includes obtaining grand jury subpoenas to assist in the collection of evidence.²¹

Cammack had not completed his investigation when TCDAO closed the investigation, including both Referral #1 and Referral #2. At the time Moore closed her criminal files into Referral #2, no one at OAG was then aware of the existence of Referral #2, with the exception of Paxton and Cammack. Only Cammack had access to the contents of Referral #2. Paxton did not read Referral #2 until after the OAG's internal investigation had begun.

If Cammack had been allowed to continue, upon completion of his investigation, he would have provided his report and a presentation to TCDAO as to his findings and the evidence. Then TCDAO would have decided if they wanted to proceed with prosecuting the case. Ultimately, any actions would have been TCDAO's to take, and not OAG's (other than to assist TCDAO).

At the time of the completion of this Report, and in accordance with the outside counsel contract, OAG is still waiting on Cammack's final report regarding his findings and his investigation.

²⁰ Other law enforcement agencies around the nation have investigated federal authorities for crimes that were committed both on and off duty. *See, e.g.,* Rebecca Lindstrom & Lindsey Basye, *He had 76 bullet wounds from police guns. The DA is asking why*, 11 ALIVE (June 13, 2019, 11:06 AM), <https://www.11alive.com/article/news/investigations/the-reveal/he-had-76-bullet-wounds-from-police-guns-the-da-is-asking-why/85-3cac22b8-0f5f-4003-bbb0-85f50485d53e>; *FBI agent charged with assault after accidental backflip shooting on dance floor*, KETV OMAHA (June 13, 2018, 4:15 AM), <https://www.ketv.com/article/fbi-agent-charged-with-assault-after-accidental-backflip-shooting-on-dance-floor/21335428>.

²¹ Traditionally, criminal investigations begin with a criminal complaint by a citizen. This is usually received by a uniformed police officer. The uniformed officer will meet with the complainant and get a summary of the complaint. If the information articulated presents facts that could be considered a crime, the complaint is forwarded to a detective for an investigation. The detective will likely contact the complainant and get more information. Then the detective might do the following actions as part of his investigation:

- Interview other witnesses;
- Collect public documents;
- Obtain grand jury subpoenas from a District Attorney's office to obtain information from third parties or from the subjects of the investigation, including, bank records, phone records, video recordings, audio recordings, medical records;
- Conduct surveillance;
- Make controlled calls; and/or
- Conduct other law enforcement actions.

E. The Criminal Complaint Against AG Paxton

The Complainants' criminal complaints against AG Paxton are based on four events, each representing its own alleged criminal transaction: (1) an open records opinion, (2) an intervention in litigation involving a nonprofit, (3) guidance on foreclosure sales during COVID-19, and (4) the retention of Brandon Cammack and his pursuit of Referral #1. *See* Exhibit 22, Final Draft of Complaints. This Report concludes that the evidence supports none of these four allegations, and frequently contradicts key factual or legal assertions on which the Complainants rely.²²

As noted above, the early drafts of the Complainants' complaint were built around Brandon Cammack and Referral #1. *See* Exhibit 21, Process of Drafting Criminal Complaint. The draft versions are important to this analysis because they demonstrate the process the Complainants went through to accuse AG Paxton of wrongdoing. Upon review of the complaint drafts, it is clear that each starts with Cammack, then seeks other examples of ways that Nate Paul might have benefited from some action taken by OAG. *Id.* The draft versions demonstrate a lack of concrete facts and include personal opinions and speculative conclusory statements. Additionally, they fail to provide documentation or evidence to support certain of their statements and conclusions.

The Complainants' final draft complaint is broken into four sections, involving an open records ruling, the legal intervention into a case involving the scandal-plagued Mitte Foundation, a Covid-disaster opinion guidance regarding legality of foreclosure sales during Government Abbott's executive order restricting attendees at public gatherings, and TCDAO's criminal investigation (through Cammack as special prosecutor).

i. The Open Records Ruling ("Paragraph 1")

The Complainants' Paragraph 1 raises objections about an open records opinion that allegedly reached a "novel" result. The complaint states:

The Attorney General directed the Open Records Division (ORD) to issue a ruling more favorable to Mr. Paul's interest than then-existing open records policy would allow. Specifically, ORD was requested to rule on whether records relating to the underlying investigation into Mr. Paul must be disclosed to the public under the Texas Public Information Act. The Attorney General Paxton announced his intent for the Agency to find a way to order that the records be released, because he did not trust law enforcement. Unable to reach such a conclusion under the law, ORD crafted a determination that it could not issue a ruling on the request submitted by Mr. Paul's presumed representative in a manner that comports with the due-process requirements of the PIA, a novel result that ORD would not otherwise have reached absent pressure from the Attorney General.

Exhibit 22, Final Draft of Complaints. Standing alone, this accusation neither alleges a crime nor provides evidence of such. Nonetheless, the preliminary investigation thoroughly examined the open records ruling and the basis for this determination. The investigation has shown that AG

²² The criminal complaint against AG Paxton deserves a full and complete analysis, as there are substantial factual and legal defects present on its face. At the time of completing this Report, however, there has not been adequate time and resources to conduct a complete analysis.

Paxton's actions were lawfully taken and his ruling is legally correct. More importantly, the AG opinion letter was not favorable to Nate Paul, as it did not require disclosure of the information.

When there is a dispute about whether a Texas governmental entity should release requested information to the public, OAG is responsible for resolving it. OAG accomplishes this by issuing opinions pursuant to section 552 of the Texas Government Code. This section requires broad transparency:

Sec. 552.001. POLICY; CONSTRUCTION. (a) Under the fundamental philosophy of the American constitutional form of representative government that adheres to the principle that government is the servant and not the master of the people, it is the policy of this state that each person is entitled, unless otherwise expressly provided by law, at all times to complete information about the affairs of government and the official acts of public officials and employees. The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know. The people insist on remaining informed so that they may retain control over the instruments they have created. The provisions of this chapter shall be liberally construed to implement this policy.

(b) This chapter shall be liberally construed in favor of granting a request for information.

TEX. GOV'T CODE §552.001.

At the time OAG's opinion was requested, there were several procedural obstacles to issuing an opinion. *See* Exhibit 38, Open Records Opinion. First, the information sought was already subject to pending litigation in Travis County District Court. Second, DPS had failed to timely notify the FBI that there had been an open records request. Third, the FBI failed to timely reply and only provided heavily redacted comments, which presented a problem for OAG.

OAG Assistant Attorney General and Division Chief of Open Records Justin Gordon decided that given the above facts, the pending litigation was the best place to resolve the records dispute. OAG then issued a closed letter and declined to issue a decision. *See* Exhibit 38, Open Records Ruling. In the letter, OAG noted that the late timing of the DPS notice to the FBI and the FBI's late-arriving and heavily redacted comments prevented OAG from issuing a decision in accordance with due process. Importantly, the letter issued by OAG maintained the status quo and allowed the trial court to independently review the claims. This result appears to be objectively correct. In any event, OAG's decision to defer to a district court's determination suggests that AG Paxton did not commit a crime or other wrongdoing – contrary to the Complainant's allegation that he exerted pressure to produce an outcome favorable to Nate Paul's interests.

In addition to this open records ruling, there were at least two other related rulings issued by the Open Records Division in 2019 and 2020 in which OAG again ruled against disclosure and sided with the state agency. It should be noted that the Department of Justice also provided briefing in support of non-disclosure in two of the three opinions – which was the position ultimately taken by OAG.

ii. **The Nonprofit Intervention—Mitte Foundation’s Past Scandals (“Paragraph 2”)**

The Mitte Foundation is a troubled institution that has been frequently investigated in the past. OAG’s investigation into what transpired with the Mitte Foundation intervention remains ongoing, but certain then-known key facts suggest that AG Paxton properly decided to investigate the Foundation, and continued OAG’s long history of investigating the Mitte Foundation, which began with then-AG Greg Abbott.

First, within Paragraph 2, no crime is alleged, and no evidence of any crime is articulated:

The Attorney General directed the agency’s Financial Litigation Division (FLD) to intervene in a lawsuit between a charitable trust named the Mitte Foundation and Mr. Paul’s company, World Class. The court had imposed a receivership on World Class assets in which Mitte had invested, and it became clear that counsel for World Class desired our office’s intervention to prevent the receiver from fulfilling its court-ordered duty. After FLD intervened, the Attorney General pressured counsel to seek an immediate stay of all proceedings, to investigate the conduct of the charity and the receiver, and to pursue a settlement whereby World Class would purchase Mitte’s interests in the investment.

Exhibit 22, Final Draft of Complaints. Paragraph 2 omits material facts and asserts other facts that are contrary to actions taken by OAG employees involved in the intervention. The OAG’s actions in the case in fact benefited the Mitte Foundation when OAG unilaterally gave information about World Class to the Mitte Foundation attorneys in an effort to give them a better bargaining position during mediation.

For example, now-Governor and then-Attorney General Greg Abbott sued the Mitte Foundation in 2009. *See* Exhibit 39, the Greg Abbott Petition. The petition in that lawsuit included the following substantial allegations of wrongdoing:

- 5.6 The Attorney General’s extensive investigation of the Mitte Foundation and Scott Mitte’s role in the Mitte Foundation revealed the following improper actions by Scott Mitte in his capacity as a member and officer of the Mitte Foundation:
- a. improper use of Mitte Foundation credit cards for private use by Scott Mitte;
 - b. improper personal use of Foundation property by Scott Mitte;
 - c. Scott Mitte’s failure to secure board approval for \$500,000 worth of renovations to the carriage house property behind the main Mitte Foundation offices, at a time when the Foundation was in financial difficulty;
 - d. Scott Mitte’s authorization and acceptance of excessive executive compensation;
 - e. failure of the members of the Mitte Foundation to conduct a meaningful salary and performance review for Scott Mitte;
 - f. failure to review the performance of Scott Mitte in his role as Mitte Foundation president;
 - g. improper spending of Mitte Foundation assets on travel by Scott Mitte;
 - h. breach of the duty of loyalty by Scott Mitte in his insistence on receiving full pay and benefits while taking a year’s leave of absence in lieu of stepping down as requested by certain member of the Board;
 - i. poor management and investing of Mitte Foundation funds by Scott Mitte;
 - j. poor oversight by members of the Mitte Foundation over finances of the Mitte Foundation;
 - k. retaliatory removal of a dissenting director by Scott Mitte.

See Exhibit 39, *Greg Abbott vs. Mitte Foundation*.

The Attorney General is authorized by statute to intervene in any lawsuit involving a nonprofit to protect beneficiaries and the State's interest. The right to intervene is broad:

Sec. 123.002. ATTORNEY GENERAL'S PARTICIPATION. For and on behalf of the interest of the general public of this state in charitable trusts, the attorney general is a proper party and may intervene in a proceeding involving a charitable trust. The attorney general may join and enter into a compromise, settlement agreement, contract, or judgment relating to a proceeding involving a charitable trust.

TEX. PROP. CODE ANN. §123.002.

The Mitte Foundation has had conflicts and lawsuits with many individuals and institutions over the years. For example, the University of Texas cut ties with the Mitte Foundation when allegations of sexual harassment arose.²³ Texas State University also cut ties with the Mitte Foundation over allegations of cocaine usage and financial mismanagement.²⁴

Given the history of the Mitte Foundation and the unusual payment terms for the receiver in the case, AG Paxton and OAG developed justified concerns regarding the Foundation's operations and use of its funds. While the Complainants allege that AG Paxton's intervention was undertaken to benefit Nate Paul and his corporation, the preliminary investigation suggests that OAG's actions in intervention were not undertaken to aid Paul. The act of intervening in a charitable matter is a neutral act. Intervention, by itself, is not an adverse action against the Mitte Foundation, nor is it an action taken in support of World Class Properties or Nate Paul. Our review of the matter affirms that OAG's actions taken in the case were appropriate (with the exception of the information shared with the Mitte Foundation by OAG attorney Godbey) and that no attempts were made to help Nate Paul and his company.

At the outset of OAG's involvement, Josh Godbey was contacted by Neeraj Gupta and others with the DOJ / FBI regarding Nate Paul and the Mitte Foundation on or about June 16, 2020. This was followed up with the June 17, 2020 email from AUSA Gupta detailed in this Report. Josh Godbey understood from this call that the DOJ / FBI believed the Mitte Foundation to be a "victim" and wanted to support the victim (i.e., by insinuating that OAG should stay away from the matter).

Upon further review, both Darren McCarty (who was the deputy in charge of civil litigation) and Josh Godbey confirmed that OAG settled on the position that OAG would assist the parties to resolve their case cost-effectively, by mediation. McCarty wrote the following about the case with the administrative assistance of OAG employee Sarah Burgess:

²³ *Mitte Foundation Withdraws Gift to U. of Texas*, THE CHRONICLE OF HIGHER EDUCATION (June 13, 2003), <https://www.chronicle.com/article/mitte-foundation-withdraws-gift-to-u-of-texas>.

²⁴ Brad Rollins, *Texas State severs ties with embattled philanthropist*, SAN MARCOS MERCURY (April 19, 2008), <http://smmercury.com/2008/04/19/the-bottom-line-texas-state-says-it-will-not-take-money-from-foundation-after-arrest-of-its-director-on-cocaine-charge>.

From: [Burgess, Sarah](#) on behalf of [McCarty, Darren](#)
To: [Shannon Najmabadi](#)
Subject: RE: Request for comment
Date: Wednesday, October 21, 2020 12:10:46 PM

I never said that there would be “trouble” for the foundation or place the foundation under any pressure. I merely recommended that a mediation and a settlement, fully and independently approved by the foundation and its board, could serve the Foundation’s interests. Ultimately, the foundation made the decision not to settle.

Darren McCarty

Contrary to the Complainants’ allegations that OAG intervened solely to benefit World Class Properties and Nate Paul, this investigation revealed that OAG’s intervention worked to the Foundation’s advantage in mediation. OAG Financial Litigation Division Chief Joshua Godbey noticed that Sheena Paul, the lawyer for World Class Properties, desired mediation. Godbey construed this as a sign that the Mitte Foundation could possibly get a higher settlement amount out of World Class Properties at the mediation, and Godbey provided this information and his opinion directly to Ray Chester, the attorney for the Mitte Foundation, before the mediation, on July 13, 2020.

This information placed the Mitte Foundation in a better bargaining position and could theoretically enable it to get more money out of the settlement than they would have if it had not had this information. Contrary to allegations made by the Complainants that the actions taken by OAG benefited Nate Paul, the actions benefited the Mitte Foundation instead.

Additionally, Nate Paul expressed his frustration that OAG was involved in the case:

The contention that the OAG intervention somehow benefitted my client is preposterous. The OAG intervention was non-productive and only served to create confusion, frustrate any resolution, and add to false media reporting about these events.

See Exhibit 40, Michael Wynne, on behalf of Nate Paul, Letter to OAG

OAG had every right to intervene in litigation involving a historically problematic nonprofit, pursuant to statute, and the content in “Paragraph 2” articulates no criminal act. The actions taken by OAG employees in the Mitte Foundation intervention were neutral at the start and adverse to Paul at the time of mediation. In fact, during the investigation, OAG lawyers were accused of acting adverse to Nate Paul and his interests (in that they did not investigate the charity) and also by the Mitte Foundation (in that AG Paxton had a personal relationship with Nate Paul). Ultimately, the parties did not settle while OAG was involved, and thus neither side could credibly state that OAG’s involvement affected their position in this litigation.

iii. AG Guidance on Foreclosure Sales (Paragraph 3)

Paragraph 3 of the Complainants’ written complaint goes to great lengths to attribute wrongdoing to an otherwise logical and appropriate informal letter. Within this paragraph, again, no crime is alleged, and no evidence of any crime is articulated:

The Attorney General frantically insisted that an informal guidance document concerning foreclosure sales be drafted and released over the course of one weekend. The Attorney General indicated that the guidance document would help homeowners but could not identify an authorized requester who had asked for the guidance. Rather, he directed staff to a private citizen who had no knowledge of the issue, and then insisted that staff procure an elected state official to prepare a request for guidance. After the guidance was issued, the Attorney General insisted, against advice of staff, that a press release be issued concerning the guidance, eventually settling for a website posting. The guidance document appears directly suited to assist Mr. Paul, who has placed several of his properties into bankruptcy, and who faces the prospect of foreclosure sales by banks holding notes on those properties.

See Exhibit 22, Final Draft of Complaints. Paragraph 3 omits material facts and fails to disclose the factual predicate for the informal guidance—namely the COVID-19 pandemic.

The informal guidance letter benefitted all Texans who might be subject to foreclosure during Governor Abbott’s COVID-related restrictions on the number of individuals allowed to gather together as a group. *See* Exhibit 41, Foreclosure Informal Guidance. During July 2020, OAG received a legislative request related to the COVID-19 pandemic and certain courthouse foreclosure sales. The request was submitted by a Texas State Legislator, Senator Bryan Hughes. Because it was an issue related to the pandemic and similar to other property questions handled by OAG’s Disaster Counsel team, the request was forwarded to then-Deputy Attorney General for Legal Counsel Ryan Vassar. This was routed to him as a disaster-related question (through the disaster counsel function within the General Counsel Division) and not set up as an official opinion request (through the Opinion Committee).²⁵ This distinction was important, as disaster-related questions did not go through the traditional official opinion process, and the guidance was only informal as a result. The informal guidance affirms that foreclosure sales were subject to the COVID-related ten-person gathering limit, and also asserts that the foreclosure sales should not be held if the ten-person limit would negatively impact the bidding. Specifically:

If a foreclosure sale is subject to, and not exempted from, the 10-person attendance limit imposed in Executive Order GA-28, it should not proceed if one or more willing bidders are unable to participate because of the attendance limit. “[A] sale of real

See Exhibit 41, Foreclosure Informal Guidance. On its face, this informal opinion is good for Texans and, given the extraordinary circumstances of the COVID-19 emergency, it cannot reasonably be argued that this was an unusual or unwarranted result. Indeed, both the Supreme Court of Texas and federal law have halted or otherwise impeded evictions or foreclosures for the same sound public policy reasons. To date, there is a federally-mandated eviction moratorium in

²⁵ In fact, the guidance notes that it does not even carry the weight of a formal AG opinion (which is itself legally nonbinding) under the Texas Government Code, but merely informal guidance. Throughout the COVID-19 disaster, disaster counsel has drafted countless items of advice, emails and full guidance documents (including as to houses of worship and other topics of interest) to officials all over the state of Texas. As a comparison, OAG has issued thirteen formal opinions (under the Texas Government Code) related to COVID-19 through the Opinions Committee since April 2020.

place throughout the country. Foreclosure sales did not formally restart in Travis County until May 2021 (though some form of informal sale occurred in December 2020).

The Complainants contend that AG Paxton acted illegally by procuring an elected official to request an opinion. The Disaster Counsel function (within the General Counsel Division) had received questions regarding foreclosures from many sources, including private citizens. However, to issue a written official opinion, an elected official authorized by the Government Code must ask the question to OAG. The ability of OAG to ask elected officials to request opinions was very important and useful for Texans during the statewide COVID disaster because the Governor's orders were regularly changing and required substantial interpretation and clarification from OAG and the Disaster Counsel. And doing so in this manner is both legal and routine.

Finally, the informal guidance document issued by the Attorney General does not have any legally binding effect: the decision to stop foreclosure sales in Travis County ultimately rests with the Travis County Judge (and the Commissioners' Court) in the normal course, or with the Governor or someone empowered under the Texas Disaster Act in the case of a declared disaster—not the Attorney General or OAG. The issuance of the document did not directly result in any foreclosure sale being stopped anywhere in Texas, let alone in Travis County.

iv. TCDAO Referral #1 (Paragraph 4)

The criminal referrals were and remained at all times TCDAO matters. TCDAO always maintained legal control over this referral. Brandon Cammack was both outside counsel for OAG and a special prosecutor for TCDAO and, as noted above, AG Paxton acted appropriately in retaining Cammack and handling the subsequent criminal investigation. Beginning with the portions of the Complainants' complaint that deal with TCDAO and Cammack, the Complainants make plainly incorrect assertions. Given this Report's nature, the following are merely a few examples of these defective statements.

The prime example of a false statement is the summary section of Paragraph 4:

“All facts considered, we have reasonable suspicion to believe Attorney General Paxton may have approved or may be directly supervising the unlawful use of criminal process to further private, nongovernmental interests. In particular, the information sought in the subpoena has no reasonable connection to the allegations contained in the Travis County complaint. And the appearance by Mr. Paul's private attorney at the location of Mr. Cammack's personal service of the subpoena undercuts any reasonable argument that the subpoena was obtained for official purposes.”

See Exhibit 22, Final Draft of Complaints.

Yet “[a]ll facts considered” by the Complainants did not include critical facts and information. TCDAO had directly authorized these grand jury subpoenas and some of those subpoenas were related to Referral #2 – which was a lawful referral by TCDAO to OAG (acting through Cammack). Therefore, the Complainants wrongly stated that there was “unlawful use of process.” Additionally, with no evidence to support the contention, the Complainants concluded that AG Paxton “may be directly supervising the unlawful use of criminal process to further private, nongovernmental interests.” This ignores TCDAO's involvement and control of the matter – and is incorrect as it is premised on faulty logic (that Referral #1 was the only referral made by

TCDAO to OAG related to Paul). Finally, the Complainants discuss Paul's private attorney Wynne being present for the service of a grand jury subpoena as proof of untoward actions. Wynne's presence may have been required to waive any objections to releasing the information if Paul, his client, was a party or owner of the subpoenaed bank records. There is *no* evidence that AG Paxton was involved in, or aware of, the decision to have Wynne in attendance. Furthermore, there is *no* evidence that AG Paxton was aware that subpoenas had been issued by TCDAO and by the judge presiding over the grand jury. The "unlawful use of process" allegation is factually unsupported.

At the beginning of the section of their complaint dealing with Cammack and Referral #1, the Complainants state:

The Attorney General submitted a complaint to the Travis County District Attorney's Office alleging potential criminal conduct committed by employees of the State Securities Board, the Department, the FBI, and the United States Attorney's Office for the Western District of Texas, as part of the investigation precipitating the search warrants that were executed in 2019.

See Exhibit 22, Final Draft of Complaints.

This statement is misleading because it falsely asserts that AG Paxton himself submitted or wrote Referral #1. The Complainants knew that he did no such thing.²⁶ AG Paxton has at all times acknowledged that he knew Nate Paul, and that he introduced Paul to TCDAO. But AG Paxton did not submit a complaint for Paul. Indeed, he missed most of Paul's presentation to TCDAO in the first place, and TCDAO exercised and retained criminal jurisdiction over the complaints Paul made.

Paul and his attorneys made the criminal complaint to the TCDAO, both in writing and in a lunch meeting where AG Paxton was not present until after Paul had verbally described his complaint to Montford and Clemmer.²⁷ Additionally, the criminal complaint contained in Referral #2 was made without AG Paxton's knowledge and directly between Paul and TCDAO. Most importantly, Clemmer and Montford independently approved the criminal complaint and referred it to OAG for assistance in the investigation for the reasons discussed in this Report.

Another controverted fact is found in this statement:

On or about September 16, 2020, OAG staff notified Attorney General Paxton that staff refused to approve the request to retain outside legal counsel to investigate the Travis County complaint because approving the request was not in the State's best interest.

²⁶ One of the versions has slightly different wording.

²⁷ At the time Referral #1 was made by Don Clemmer to OAG, Clemmer knew that AG Paxton knew Nate Paul and did not believe that to be a conflict in the same way he believed that the DPS investigating themselves was a conflict. This logically makes sense, since OAG's job was to collect evidence and present that evidence to the TCDAO. This can be contrasted with the potential for DPS to ignore or omit evidence in its presentation to the TCDAO, if DPS had conducted an investigation into one of its own employees. *See Exhibit 3, Referral #1.* There was also no allegation made by Paul involving an employee of the AG in his criminal complaint.

See Exhibit 22, Final Draft of Complaints.

The Complainants' belief that they, as subordinates, could functionally veto their principal, a constitutionally established and statewide-elected official, reflects a profound misunderstanding of both Texas law and the facts underlying their complaint.

First, AG Paxton's unelected political appointees and staff cannot legally prevent the Attorney General from obtaining outside counsel for actions taken by his office, and employees in the office do not have discretion separate and independent from the constitutionally-created and elected officer, the Attorney General. *See generally* TEX. CONST. ART. IV, §§1, 22; TEX. GOV'T CODE ANN. § 402; *Terrell v. Sparks*, 135 S.W. 519 (Tex. 1911); 7 Tex. Jur. 3d Att'y Gen. § 4 (citing *State ex rel. Hill v. Pirtle*, 887 S.W.2d 921, 924 (Tex. Crim. App. 1994) ("An assistant Attorney General is a public employee and not a public officer [like the Attorney General]. An assistant Attorney General operates under the direct supervision of the Attorney General and exercises no independent executive power.")).

Second, Mateer, as Paxton's then-top appointee, was personally involved in the decision to hire outside counsel. Indeed, Mateer affirmatively participated in the interview process of selecting an outside counsel. Mateer's assertion in his criminal complaint that outside counsel was not in the State's best interest is contradicted by his actions in attempting to secure that counsel. Vassar and General Counsel Lesley French were also involved in the process of engaging Cammack.

Third, this statement is contradicted by the DocuSign record. In accordance with internal OAG procedure, the Complainant staff members signed the DocuSign request. Contrary to the statement that "staff" notified the Attorney General that they would not approve the request, on September 16, 2020, *Vassar had already personally approved the Cammack outside counsel contract on September 15, 2020*. The only action taken on September 16, 2020, was the approval by OAG Controller Michelle Price. Here is Vassar's time-stamped approval signature:

Signer Events	Signature	Timestamp
Ryan Vassar Ryan.Vassar@oag.texas.gov Chief General Counsel Office of the Attorney General of Texas Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 204.64.50.216	Sent: 9/5/2020 12:31:37 PM Viewed: 9/8/2020 9:23:15 AM Signed: 9/15/2020 10:18:23 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Michael Jones michael.jones@oag.texas.gov Office of the Attorney General of Texas Security Level: Email, Account Authentication (None)	Completed Using IP Address: 204.64.50.216	Sent: 9/16/2020 2:23:40 PM Viewed: 9/16/2020 3:32:37 PM Signed: 9/16/2020 4:46:33 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
L. Michele Price Michele.Price@oag.texas.gov Controller Office of the Attorney General of Texas Signing Group: L. Michele Price Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 204.64.50.216	Sent: 9/16/2020 4:46:36 PM Viewed: 9/16/2020 6:40:40 PM Signed: 9/16/2020 6:43:09 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

See Exhibit 34, DocuSign Record for Cammack Executive Approval Process.

Oddly enough, the next “signer” within DocuSign, Penley, did not reject the DocuSign until *after* making his criminal complaint. Furthermore, this entry was made after learning that AG Paxton had signed the contract with Cammack. Here is Penley’s out-of-order DocuSign entry:

L. Michele Price Michele.Price@oag.texas.gov Controller Office of the Attorney General of Texas Signing Group: L. Michele Price Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 204.64.50.216	Sent: 9/16/2020 4:46:36 PM Viewed: 9/16/2020 6:40:40 PM Signed: 9/16/2020 6:43:09 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Mark Penley Mark.Penley@oag.texas.gov Deputy Attorney General for Criminal Justice Office of the Attorney General of Texas Security Level: Email, Account Authentication (None)	Declined Decline Reason: I cannot and will not sign this contract because the complainant has not provided all requested documents in his possession custody or control, and is thus non-cooperative. I believe the complainant is trying to manipulate the AG and me in an attempt to use the authority of this Office for his own personal legal and financial benefit. I cannot ethically proceed with the investigation or authorize another to do so under these circumstances.	Sent: 9/16/2020 6:43:14 PM Viewed: 10/1/2020 4:06:37 PM Declined: 10/1/2020 3:03:44 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

See Exhibit 34, DocuSign Record for Cammack Executive Approval Process. This paper trail is hard to reconcile with the assertions in the Complainants’ criminal complaint.

Indeed, Penley’s rejection can only be explained as an attempt to nullify Cammack’s authority as a special prosecutor after the fact. Penley lacked this power as a subordinate official empowered only to carry out AG Paxton’s orders. For that matter, Penley’s entry could have been made to bolster his own credibility, *after* he had learned that his September 30th allegations that Cammack was a fraud were false. Penley did not appear concerned with the contract’s contents; he reviewed it for the first time an hour after he declined it, and even that was two weeks after he received the contract approval in the first place.²⁸

Penley conveyed that he learned about Cammack, and the interviews with other potential outside counsel, on September 15, 2020—after his return from a two-week vacation. In some form or fashion he did verbally object to the hiring of outside counsel, but this was only after Mateer and AG Paxton had interviewed outside counsel for the express purpose of taking over the investigation, and after the outside counsel contract had been signed.²⁹ While Mateer’s signature was not required for the contract, he interviewed candidates to be outside counsel for this case. It is therefore perplexing that the Complainants would rely upon Penley’s objection to outside counsel while knowing the role that First Assistant Mateer played in hiring Cammack.³⁰ Furthermore, Vassar knowingly drafted and submitted the contract for signature (and asked the General Counsel to recommend the hiring of Cammack – his direct report), and seven other employees approved the contract through DocuSign. At a minimum, the statement that “staff refused to approve the request to retain outside legal counsel,” omits material facts that render the statement highly misleading.

v. There Is No Evidence of Bribery or Criminal Undue Influence

There is no evidence of any bribe or criminal undue influence articulated in the criminal complaint prepared by the Complainants. No evidence was uncovered in this investigation. In Webster’s November 2, 2020 interview with Penley, he stated that the bribe in question was a campaign donation made by Nate Paul to AG Paxton on October 29, 2018. During the 2018 campaign and election for Attorney General of Texas, AG Paxton raised over \$8 million.³¹ Thus, Nate Paul’s 2018 donation to AG Paxton of \$25,000 represented only a tiny fraction of the total donations to AG Paxton’s contested statewide race.

More importantly, it would have been a logical and legal impossibility for this campaign donation to be a bribe for unforeseeable actions taken in 2020. Bribery and similar statutes require that there be some express quid pro quo. Because of the protected First Amendment interests

²⁸ DocuSign approval is OAG’s system of approval documentation, and it requires daily attention for all executives. It is unusual for an executive within OAG to not take action on a DocuSign request for two weeks.

²⁹ It is unknown what Penley’s motivations were by objecting. It is common for prosecutors to not want to have cases taken away from them, especially after they have devoted time to the case. Also, given the fact that Penley was a former Assistant U.S. Attorney, and OAG was investigating Assistant U.S. Attorneys, and given Penley’s illegal actions in providing documents to Johnny Sutton, it is unknown at this time if other relationships motivated him to keep control over the investigation.

³⁰ While it is likely that Mateer shared this fact with fellow Complainants, it is unknown whether he actually notified them of his involvement in obtaining outside counsel.

³¹ *Attorney General of Texas 2018 Election Season*, TRANSPARENCY USA, <https://www.transparencyusa.org/tx/race/attorney-general-of-texas?cycle=2018-election-cycle>.

associated with making campaign contributions, Texas statutes specifically require evidence of an express agreement for a campaign donation to be a bribe:

Any benefit that is a political contribution as defined by Title 15, Election Code, or that is an expenditure made and reported in accordance with Chapter 305, Government Code, if the benefit was offered, conferred, solicited, accepted, or agreed to pursuant to an express agreement to take or withhold a specific exercise of official discretion if such exercise of official discretion would not have been taken or withheld but for the benefit; notwithstanding any rule of evidence or jury instruction allowing factual inferences in the absence of certain evidence, direct evidence of the express agreement shall be required in any prosecution under this subdivision.

TEX. PENAL CODE § 36.02(a)(4).

Federal law carries a similar standard: “[A]ccepting a campaign contribution does not equal taking a bribe unless the payment is made in exchange for an explicit promise to perform or not perform an official act. Vague expectations of some future benefit should not be sufficient to make a payment a bribe.” *United States v. Allen*, 10 F.3d 405, 411 (7th Cir. 1993).

A quid pro quo was impossible here. While Paul donated to AG Paxton’s campaign in 2018, even the Complainants do not allege that Paul identified, much less asked for, any official action he desired from Paxton until well over a year later. To be sure, there is no evidence present that Paul made such a request. But even assuming for argument’s sake that such a request had been made in the first place, the timing precludes the possibility of an express agreement as required by Texas and federal law. For example:

- Paul could not have envisioned the COVID-19 pandemic on which at least one of the Complainants’ accusations rely (of a letter issued by the AG involving foreclosure sales in response to Governor Abbott’s executive order).
- At the time he made his 2018 donation, Nate Paul did not know and could not have anticipated that federal authorities would execute a search warrant on his properties in 2019.
- Paul further did not know in 2018 what would happen in the Mitte Foundation case and did not know that there would be pending litigation over whether government records should be released.

Everything articulated in the Complainants’ complaint was unknown by Paul at the time he made donations to AG Paxton. It seems highly implausible that such an alleged quid pro quo arrangement for things unknown could support a Texas law bribery prosecution.

Beyond that, the Complainants articulate no theory of a criminal act, much less a theory that AG Paxton sought or accepted a bribe or otherwise improperly exercised his official influence.

The Complainants’ theory of bribery, abuse of power and undue influence, moreover, could—if generally adopted—subject every elected official in Texas to criminal prosecution if an elected official could be said to have taken any action that happens to benefit a past donor. The Attorney General of Texas has the authority to act in hundreds of different ways within the State of Texas. *See Exhibit 43, 73-Page List of Statutes Requiring or Authorizing Action by the Attorney General.* Given the Attorney General’s broad, statewide power, there is always potential for those

actions to impact a donor, friend, or acquaintance in some manner; however, such actions should not be imputed to an improper purpose without evidence of wrongdoing, or an unlawful act, or an express agreement to confer the benefit. Put another way, the fact that an action may help a donor, friend or acquaintance by itself is not evidence of a crime – it is not “*res ipsa loquitur*”. No law or rule prevents the Attorney General from taking actions in cases involving a past donor, and even were that rule to exist (which it does not), it would significantly impair the efficient execution of the duties that the legislature and Constitution have bestowed upon the Attorney General.

As evidenced by his recent testimony under oath, Mateer has been unable to articulate any criminal allegation. At the temporary injunction hearing on March 1, 2021, Mateer was called to testify on behalf of the movants (Maxwell and Vassar) in *Brickman, et. al. v. Office of the Attorney General of the State of Texas*, Trial Cause No. D-1-GN-20-006861.

Throughout his testimony, counsel for the Office of Attorney General objected to Mateer being called as a witness, in particular on the basis of the attorney-client privilege and the lack of authorization to disclose confidential information obtained during his former employment. Notwithstanding such objections, the Court allowed Mateer to respond to a line of questioning by counsel friendly to him. But when asked to articulate the criminality of AG Paxton’s acts, so that the attorney could demonstrate to the court the applicability of the “crime-fraud exception” to attorney-client privilege under Tex. R. Evid. 503(d), Mateer was unable to do so –

15 | Q. (BY MR. SOLTERO) Okay. And did you come to
16 | believe that the Office of Attorney General was being
17 | engaged in ongoing criminal activity in connection with
18 | Nate Paul?

After a series of objections (including attorney client privilege) to this specific question were made and overruled by the Court, Mateer came up with the following confusing response:

15 | A. And I know it called for yes or no, but it's a
16 | question that it's hard to give a yes or no, so that
17 | makes it difficult for me as -- as -- as the witness.
18 | What I would say is it -- it could have led to that.
19 | Certainly it's -- did I have concerns? I had potential
20 | concerns.

The question asked whether or not the OAG had engaged in criminal activity, and Mateer’s answered that he could **not** say “yes or no”; and then that “it could have led to that.” And, finally, that he had “potential concerns.”

If Mateer had proof of bribery or quid pro quo, or any other illegal act, it was of paramount importance to the Complainants that he furnish that information in response to this question put to him under oath. Yet he did not. The inescapable conclusion left by Mateer’s testimony at the TI

hearing is that he had no knowledge of any facts, any evidence that existed, or even discussions involving criminal acts by the Attorney General.

V. CONCLUSION

Through the course of the investigation underlying this Report, it was apparent that actions of the Complainants, particularly those actions relating to law enforcement policies and procedures of the Office of the Attorney General, deviated from best practices. Those practices have been remediated and remain subject to ongoing review to ensure compliance with best practices.

Based upon the evidence collected and review of all relevant factors, it is the finding of this report that former political appointees of General Paxton had no basis for their criminal complaint. Brandon Cammack legally and factually retained as outside counsel of the OAG. Cammack was then duly appointed Special Prosecutor and conducted a legal investigation into complaints made to TCDAO, which had been forwarded to Cammack for investigation. Allegations made against OAG regarding Open Records request and Foreclosure Opinions claiming to benefit Nate Paul, in fact, had no such effect. There is no evidence that actions taken by OAG were in response to a “quid pro quo”. This finding is supported by the evidence collected to this point, and OAG will continue to conduct a review of any evidence presented, as the duty is ongoing to seek the truth of these matters.

Criminal Complaints by
Nate Paul

Complaint #1



**OFFICE OF THE
DISTRICT ATTORNEY**

P.O. Box 1748, Austin, TX 78767

Telephone 512/854-9400

Telefax 512/854-9695

MARGARET MOORE
DISTRICT ATTORNEY

MINDY MONTFORD
FIRST ASSISTANT

June 10, 2020

Mr. David Maxwell
Office of the Attorney General
P.O. Box 12548
Austin, TX 78711-2548

Dear Mr. Maxwell:

I am forwarding to you the attached complaint which was recently received by my office regarding allegations of misconduct by employees of the State Securities Board, the Federal Bureau of Investigations, the Department of Public Safety, the United States Attorney's Office for the Western District of Texas, and a federal magistrate. My office would typically forward such a complaint to the Public Integrity Unit of the Texas Rangers for review. However, since an employee of the Department of Public Safety is one of the subjects of the complaint, referral to the Rangers would appear inappropriate. I am therefore requesting that your agency conduct the review.

Thank you for your attention to this matter.

Sincerely,

Don Clemmer
Director, Special Prosecutions Division
Travis County District Attorney's Office

Return to:
Travis County District Attorney's Office
Special Prosecution Unit
416 W. 11th Street, Suite 200
Austin, Texas 78701

Austin Police Department
Travis County Sheriff's Office
Travis County District Attorney's Office
(512) 854-9530
FAX: 854-4810

REQUEST TO INVESTIGATE

This complaint form is provided to you with the understanding that this office may conduct investigations to determine if a firm or person is in violation of Penal Laws of the State of Texas. We strongly recommend that you consult with your own private attorney to determine your legal rights and civil remedies in this matter.

(PLEASE TYPE OR PRINT)

I. INFORMATION ABOUT THE PARTY OR FIRM COMPLAINED OF:

See attached.

Full Name _____

Address (Street, City, State, Zip) _____

Telephone _____

Race _____

Sex _____

Height _____

Weight _____

Hair _____

Eyes _____

D.O.B or Approximate Age _____

Driver's License # _____

D.L. State _____

Social Security Number _____

II. COMPLAINING PARTY AND WITNESS:

See attached.

Your Full Name (and Company Name, if applicable) _____

Address (Street, City, State, Zip) _____

Telephone Numbers (Office & Home) _____

D.O.B. _____

Driver's License # _____

D.L. State _____

WITNESS - Name _____

Address and Telephone _____

WITNESS - Name _____

Address and Telephone _____

III. INFORMATION ABOUT ALLEGED OFFENSE:

See attached.

Date of alleged offense: _____

Where did the offense occur: _____

Lined area for text entry.

I certify that the information that I have furnished the District Attorney in this complaint is true and correct to the best of my knowledge and belief, and is furnished for the sole purpose of instituting a criminal prosecution where the investigation indicates criminal activity and not for the purpose of recovering personal property or any other thing of value. I authorize the District Attorney to use the information given in any manner that he deems necessary and proper. I further certify that I understand that the District Attorney's Office cannot give me legal advice or act as my attorney. I also understand that the completion of this form will not constitute the filing of criminal charges. I have not withheld any information pertinent to this complaint.

Natin Paul
SIGNATURE OF COMPLAINANT

Natin Paul
PRINTED NAME OF COMPLAINANT

SUBSCRIBED AND SWORN TO before me this the _____ day of _____, A.D., 20____.

(Seal)

Notary Public in and for the State of Texas
My Commission Expires: _____

**Information needed from you to begin an investigation may include the following,
please send as many of these documents as you have available:**

- 1) In the fact description, be very detailed about what specifically you are alleging (attach additional sheets as necessary.)
- 2) If checks, drafts or other bank items were used in the commission of the alleged offense include:
 - a) Copies of bank statements
 - b) Copies of the front and back of checks
 - c) Copies of wire orders
 - d) Checkbook registers, check stubs, accounting ledgers, and/or complete backup copies of QuickBooks or Peachtree accounting software (include version number). If you use another type of software, check with the assigned investigator prior to sending a backup file.
 - e) Identification of all of the victim's bank accounts.
- 3) If the victim is a business or association:
 - a) Copies of documents used for the legal formation of the business (partnership agreements, articles of incorporation, etc.)
 - b) Description of business, including type of operation, names of owners or partners, names of directors and contact information (include on a separate sheet).
 - c) The affiant's position within the business
- 4) If the party about which you are complaining is/was an employee:
 - a) Complete personnel file, including application, resume, IRS Forms W2 and W4, direct deposit information, copies of paychecks, list of all direct deposits, copies of reimbursements, time sheets, and relevant correspondence.
- 5) Promissory notes, security agreements, or loan agreements
- 6) All civil pleadings and orders related to the actions about which you are complaining.
- 7) Copies of any receipts or invoices involved
- 8) Copies of all contracts or written agreements between involved parties
- 9) Copies of any pertinent written or email correspondence between parties
- 10) A forensic audit

I. INFORMATION ABOUT THE PARTY OR FIRM COMPLAINED OF:

Rani A. Sabhan



Thomas Preston Joy



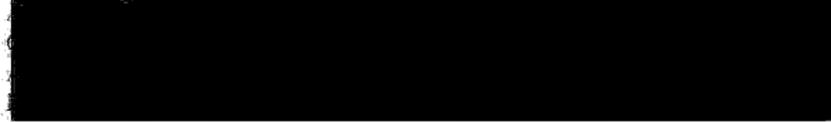
Jason Ernst



Alan Buie



Neeraj Gupta



Mark Patrick Lane



Véronica Sobrevilla-Dent



II. COMPLAINING PARTY AND WITNESS:

Natin "Nate" Paul



Witness:

Jeremy Stoler

III. INFORMATION ABOUT ALLEGED OFFENSE:

Date of Alleged Offense: August - September 2019

Where did the offense occur: Austin, Travis County, Texas.

IV. FACT DESCRIPTION: *(attach additional pages as needed)*

Describe the exact nature of your complaint below and on additional sheets, if necessary. Please be complete. Include the name of the individual that you dealt with and dates. If possible, relate facts in the order in which they occurred. You must provide copies of all relevant documents (see attached list). Keep all originals in a safe place in the event they are needed for court purposes.

This complaint is regarding search warrants that were executed in August of 2019 in Austin, Travis County, Texas, and the conduct of the officers and agents authorizing and executing the search warrants. These searches were of properties owned/controlled by myself, Nate "Nate" Paul and/or my company, World Class Capital Group.

Agents involved in executing the search include Rami A. Sabban, Thomas Preston Jay, and Jason Ernst. These 3 agents were part of a group of approximately 75 agents that were present at the searches at 3 separate locations on August 14, 2019.

The AUSAs overseeing the matter were Alan Buit and Mouraj Gupta of the Department of Justice for the U.S. Attorney of the Western District of Texas.

The search warrants were supposedly authorized and signed by U.S. Magistrate Judge Mark Patrick Lane. Judge Lane's Deputy Courtroom Clerk is Vernica Sobrevilla-Dent.

Search warrants were not presented to the individuals present at any of the 3 locations that were searched on August 14, 2019. These locations include (1) World Class Holdings Office, 814 Lavaca St., 303-307 W. 9th St, Austin, Texas 78701; (2) World Class Holdings Server Room, 320-322 Congress Avenue, Austin, Texas 78701; (3) Nate Paul's residence, 7800 Caya Place, Austin, Texas 78735.

I was personally present at location (3) my residence, 7800 Caya Place, Austin, Texas 78735. The agents raided my residence at approximately 9:00am on August 14, 2019. Despite over ten requests to see the search warrant, Agent Rami Sabban repeatedly denied my access to seeing the search warrant. Additionally, Agent Rami Sabban and the other agents cut the wi-fi lines to my home and destroyed my security camera system after entering my home. The security camera system was destroyed at approximately 9:17am. Despite my requests, I was detained in my home and was not allowed to use the restroom for approximately 2 hours after the agents arrived. Additionally, Agent Sabban refused to let me call an attorney until approximately 11:00am, two hours after they arrived. Agent Sabban confiscated my phone from my pocket when they entered my residence. When I was finally allowed to call my attorney, I had to make the call from Agent Sabban's cell phone. My attorney informed me that they were not

allowed to detain me and that it was against my rights for them to have detained me and not allowed me to call counsel for the two hours they had been inside my residence. I asked my counsel to tell Agent Sabban that I was free to leave, and they were not to detain me any longer. Agent Sabban acknowledged this on the call with my counsel. After he hung up the phone call, I attempted to stand up since I was told I was free to leave. Agent Sabban ordered me to sit back down and I wasn't free to leave "until he said so." They proceeded to keep me detained for another 1.5 hours until 12:30pm.

Individuals requesting copies of the search warrant at the office and server room were similarly denied access to the search warrants when requested before, during, and after the searches took place.

Copies of the purported search warrants were received by my counsel via email from AUSA Alan Buie. The first relating to my residence was received by my counsel in an email from Alan Buie at 5:59pm on August 14, 2019. The search warrants relating to the office and the server room were sent on August 15, 2019 and August 16, 2019.

AUSA Alan Buie assured my counsel that there were only 3 search warrants. We later learned an additional search and seizure took place at an off-site, third-party file storage facility that held documents belonging to my company. On a September 5, 2019 phone call, Chuck Meadows and Gerry Morris, as co-counsels for myself and World Class, asked AUSAs Alan Buie and Neeraj Gupta to confirm that there were only 3 search warrants issued for the 3 respective locations. Mr. Buie and Mr. Gupta maintained their story that these were the only search warrants. When Mr. Meadows and Mr. Morris told Mr. Buie they were aware of the search and seizure of World Class' records from Contego, a third-party file storage vendor's offices, Mr. Buie simply responded, "Okay. You got me."

Mr. Buie then claimed that he did have a search warrant for the file-storage location but felt he didn't need to disclose it to Mr. Paul or his counsel. On September 6, 2019, Mr. Buie emailed a search warrant for this location that he claims was authorized by Judge Mark Lane for the search of this location.

In February 2020, my counsel, Michael Wynne, and I learned of at least 3 additional search warrants that Mr. Buie and Mr. Gupta obtained, that were signed and authorized by Judge Mark Lane, that were never previously disclosed. Mr. Buie stated that these search warrants were obtained "just in case we needed them." In October 2019, the court signed an order allowing access to judicial records to provide my counsel and I copies of the actual records that were filed in the case. The documents we were given do not match the documents we subsequently learned about in the case. These other "new" search warrants were never provided to us.

This complaint is being filed because of a strong belief that the named parties have tampered with the government records relating to these search warrants, they obtained these search warrants based on false information and inaccurate affidavits, and intentionally mistreated, detained, and violated my constitutional rights of Mr. Paul, and illegally searched and seized property belonging to myself, my family, and World Class.

Many items seized from my home were not within the scope of what the search warrant they later provided would have allowed. They took pictures of my children, childbirth videos of my two daughters, health records, attorney-client privileged files, and more.

The metadata of the documents provided as government records authorizing the search warrants show that they were edited after the searches started on August 14, 2019.

The bases for asserting claims include, but are not limited to, (i) Tampering with Government Records under Texas Penal Code § 37.10, and (ii) Official Oppression under Texas Penal Code § 39.03.

Complaint #2



**OFFICE OF THE
DISTRICT ATTORNEY**

P.O. Box 1748, Austin, TX 78767

Telephone 512/854-9400
Telefax 512/854-9695

MARGARET MOORE
DISTRICT ATTORNEY

MINDY MONTFORD
FIRST ASSISTANT

September 23, 2020

Mr. Brandon R. Cammack
Office of the Attorney General of Texas
4265 San Felipe Street, Suite 1100
Houston, Texas 77027

Dear Mr. Cammack:

I am forwarding to you the attached complaint which was recently received by my office from Mr. Nate Paul regarding allegations of misconduct taking place as part of a federal bankruptcy proceeding. The complainant alleges that the misconduct involves various attorneys and a federal magistrate, along with other individuals named in the complaint. My office would typically forward a complaint of this nature to the Public Integrity Unit of the Texas Rangers for review. However, because Mr. Paul has previously filed a complaint, which was also referred to your office, alleging misconduct in an unrelated matter by agents of the Department of Public Safety, of which the Rangers are a part, it would appear inappropriate to direct this matter to them. I am therefore requesting that your agency conduct the review.

Thank you for your attention to this matter.

Sincerely,

/s/ Don Clemmer

Don Clemmer
Director, Special Prosecutions Division
Travis County District Attorney's Office

Return to:

Travis County District Attorney's Office
Special Prosecution Unit
416 W. 11th Street, Suite 200
Austin, Texas 78701

Austin Police Department
Travis County Sheriff's Office
Travis County District Attorney's Office
(512) 854-9530
FAX: 854-4810

REQUEST TO INVESTIGATE

This complaint form is provided to you with the understanding that this office may conduct investigations to determine if a firm or person is in violation of Penal Laws of the State of Texas. We strongly recommend that you consult with your own private attorney to determine your legal rights and civil remedies in this matter.

(PLEASE TYPE OR PRINT)

I. INFORMATION ABOUT THE PARTY OR FIRM COMPLAINED OF:

See attached.

Full Name _____

Address (Street, City, State, Zip) _____

Telephone _____

Race _____

Sex _____

Height _____

Weight _____

Hair _____

Eyes _____

D.O.B or Approximate Age _____

Driver's License # _____

D.L. State _____

Social Security Number _____

II. COMPLAINING PARTY AND WITNESS:

See attached.

Your Full Name (and Company Name, if applicable) _____

Address (Street, City, State, Zip) _____

Telephone Numbers (Office & Home) _____

D.O.B. _____

Driver's License # _____

D.L. State _____

WITNESS - Name _____

Address and Telephone _____

WITNESS - Name _____

Address and Telephone _____

III. INFORMATION ABOUT ALLEGED OFFENSE:

See attached.

Date of alleged offense: _____

Where did the offense occur: _____

**Information needed from you to begin an investigation may include the following,
please send as many of these documents as you have available:**

- 1) In the fact description, be very detailed about what specifically you are alleging (attach additional sheets as necessary.)
- 2) If checks, drafts or other bank items were used in the commission of the alleged offense include:
 - a) Copies of bank statements
 - b) Copies of the front and back of checks
 - c) Copies of wire orders
 - d) Checkbook registers, check stubs, accounting ledgers, and/or complete backup copies of QuickBooks or Peachtree accounting software (include version number). If you use another type of software, check with the assigned investigator prior to sending a backup file.
 - e) Identification of all of the victim's bank accounts.
- 3) If the victim is a business or association:
 - a) Copies of documents used for the legal formation of the business (partnership agreements, articles of incorporation, etc.)
 - b) Description of business, including type of operation, names of owners or partners, names of directors and contact information (include on a separate sheet).
 - c) The affiant's position within the business
- 4) If the party about which you are complaining is/was an employee:
 - a) Complete personnel file, including application, resume, IRS Forms W2 and W4, direct deposit information, copies of paychecks, list of all direct deposits, copies of reimbursements, time sheets, and relevant correspondence.
- 5) Promissory notes, security agreements, or loan agreements
- 6) All civil pleadings and orders related to the actions about which you are complaining.
- 7) Copies of any receipts or invoices involved
- 8) Copies of all contracts or written agreements between involved parties
- 9) Copies of any pertinent written or email correspondence between parties
- 10) A forensic audit

I. INFORMATION ABOUT THE PARTY OR FIRM COMPLAINED OF:

Dorsey Bryan ("Bryan") Hardeman



William Bryan ("Will") Hardeman



Christopher L. Dodson



Stephen Benesh



Jason Cohen



Mark Riley



Justin Bayne



Tony M. Davis



Ray Chester



Gregory Milligan



[REDACTED]
Dilum Chandrasoms

II. COMPLAINING PARTY AND WITNESS:

Natlia "Nate" Paul

[REDACTED]
Witness

Jeremy Stoler

III. INFORMATION ABOUT ALLEGED OFFENSE:

Date of Alleged Offense: January 2020 - Ongoing

Where did the offense occur: Austin, Travis County, Texas

IV. FACT DESCRIPTION: *(attach additional pages as needed)*

Describe the exact nature of your complaint below and on additional sheets, if necessary. Please be complete. Include the name of the individual that you dealt with and dates. If possible, recite facts in the order in which they occurred. You must provide copies of all relevant documents (see attached list). Keep all originals in a safe place in the event they are needed for court purposes.

This complaint is regarding a fraudulent financial scheme to defraud mortgage borrowers that is currently an ongoing conspiracy orchestrated by Bryan Hardeman, Will Hardeman, Justin Bayne, Mary Riley, Christopher Dodson, Steve Benesh, Jason Cohen, Gregory Milligan, Ray Chester, Dilum Chandrasoms, and Judge Tony Davis. The mortgage borrowers that are being defrauded are single-purpose LLC's owning properties that are owned/controlled by myself, Natlia "Nate" Paul and/or my company, World Class Holdings.

Starting with the first loan purchase that occurred in May 2020, the conspirator group led by Bryan and Will Hardeman of the Hardeman Family Joint Venture have acquired mortgage loans from banks that were the mortgage holders on 8 different properties in Austin, San Antonio, and Plano, Texas.

These individual loan purchases all shared very concerning characteristics from an "anonymous LLC loan purchaser". The loans were all at very low loan-to-value ratios and it became very clear the new "anonymous lender" was moving in an aggressive manner to call loans in to default and pursue remedies.

These remedies include trying to push for foreclosure on the commercial properties when such legal action was prohibited by orders of the City of Austin, Travis County, and the state of Texas.

Our team conducted extensive investigation to unearth the circumstances behind these loan purchases and the principals behind the anonymous LLC but were unable to find the details we sought through the legal process while the anonymous lender LLC continued an aggressive litigation strategy against the borrowers.

However, that changed when I received a phone call from our lender on one of our properties in downtown Austin. That lender is Alan Nalle.

Alan Nalle called me on Wednesday, September 16th, to let me know of a phone call he received the week prior from Bryan Hardeman. Bryan Hardeman disclosed to Alan Nalle that he had purchased 8 other loans on properties I owned, and that he wanted to acquire Alan Nalle's loan on another one of our properties. Alan told him he would only ever consider selling his loan if a buyer were to pay a large premium, which would not make economic sense for a buyer since they would take a loss when we pay off the loan if the buyer of the loan paid a premium. Bryan Hardeman proceeded to tell Mr. Nalle that he would be willing to pay a premium because the property was worth so much more than the loan balance, and if he bought the loan and proceeded to auction at foreclosure, that all proceeds would go to him as the new loan owner.

Mr. Nalle corrected Mr. Hardeman that he would technically only be allowed to collect on the loan principal balance and unpaid interest in a scenario as he outlined, to which Mr. Hardeman disagreed. He reiterated to Mr. Nalle that when he auctioned the property that he would retain all the proceeds – essentially stating he believed he was buying “ownership” of these properties by solely buying the loans. This raised a red flag to Mr. Nalle. Bryan Hardeman was very confident that he was correct in this assertion and informed Alan Nalle that he was proceeding with this same strategy with the other loans he had purchased.

On this initial call, Bryan Hardeman continued to use the word “we” as he described the actions taken to buy loans and pursue the strategy. Alan Nalle asked Bryan who is “we”, and his response was “my family”. He told Alan Nalle that his son, Will Hardeman, was “running the deal” and that the capital behind these loan purchases were “his family's money”.

Bryan Hardeman told Alan Nalle that he was “using a law firm out of Houston” to pursue these loan purchases, which matched up with the lawyers that were representing the anonymous LLC Lenders: lawyers from Bracewell's Houston office and Mark Riley out of Houston. These anonymous LLC's have only ever presented Justin Bayne as the sole “business person” representing the LLC's as Justin Bayne is named as the sole Manager of the entities. The lawyers have gone to extreme efforts to conceal the identity of the partners behind these anonymous LLC's.

Bryan Hardeman claimed to Alan Nalle on this call many times with pride that he had already purchased approximately \$43 million in loans. This amount is consistent with the total loan balances of the 8 loans purchased by anonymous lender LLC's,

Bryan Hardeman made many additional disparaging comments about me that were all false to Alan Nalle on this call to dissuade him from continuing to be my lender and as a motivation for him to sell his loan to him. This is the same strategy he and his co-conspirators did in calling my other lenders where they have purchased and/or attempted to purchase loans. Hardeman claimed to Alan Nalle that he learned of some of these issues from Robert F. Smith, which we believe to be a false statement. He knowingly

made false statements to banks to induce them in to sell him loans on properties for him to undertake this complex fraudulent scheme to steal the properties.

Bryan Hardeman insinuated on this call with Alan Nalle that he was working on this loan purchase strategy with Dilum Chandrasoma, the former President of the Mitte Foundation. On a call to Dani Tristan, Bryan Hardeman stated he has been working with Ray Chester, the lawyer for the Mitte Foundation.

Bryan Hardeman said he was hoping that he would be happy to own the properties at the loan purchase amounts or if someone bid it up to a high amount since he would make all the money someone would pay in an auction – which is incorrect. Bryan Hardeman was steadfast that all the proceeds from the sale of a property would go to him as the loan holder.

I have a very strong relationship with Alan Nalle and he is a well-respected businessman in Austin. Bryan Hardeman was unaware that Alan Nalle and I have a very good relationship of many years and that Alan Nalle has been very pleased with us as a borrower. Alan Nalle called me after receiving this call from Bryan Hardeman because he said the call was very strange and concerning. After he informed me of the details of the call, he let me know that he would call me if he heard from Bryan Hardeman again. By way of background, Alan Nalle has known Bryan Hardeman for over 50 years.

On Friday, September 18th, I received another call from Alan Nalle. He called to let me know he received another call from Bryan Hardeman that was very shocking.

Bryan Hardeman called Alan Nalle as a follow up to their initial call and proceeded to tell him of his real plan and his intentions in making these loan purchases and the details of his complex scheme. On this call, Bryan Hardeman outlined the complex fraudulent scheme that he and his co-conspirators are actively pursuing to take these properties involving all of the named subjects of this complaint.

Bryan Hardeman called to let him know that in the Bankruptcy Court for the Western District of Texas that the Bankruptcy Judge had dismissed the bankruptcy cases on 2 properties. These 2 properties are 2 where the Mitte Foundation is a small limited partner and Gregory Milligan has been involved as a receiver at Mitte's direction.

Bryan then told Alan Nalle that the bankruptcy judge for the US Courts system of the Western District, Tony Davis, lives in Austin but has an apartment in Houston because his wife is undergoing a lung transplant. Bryan told Alan that his lawyers in Houston are good friends with Judge Tony Davis and that they have cut a "deal" with Judge Davis and have him on board with this elaborate scheme.

According to Bryan Hardeman, his lawyers are going to move to consolidate the loans that he has purchased in to a single bankruptcy case in Judge Davis' court in the "coming week or two". They will then file a motion to appoint Gregory Milligan as a receiver/trustee over these properties to act at his direction. According to Bryan Hardeman, this conspiracy and collusion between Hardeman, his lawyers, and Milligan was proposed to Judge Tony Davis and that Judge Davis has told them that if they file such actions, he would approve the motion and go along with their plan. This "side agreement" allegedly took place in a meeting between his lawyers and Judge Davis in Houston.

This "move", as Bryan Hardeman calls it, is Hardeman's grand plan to remove me from control of my own properties by having Judge Tony Davis approve the insertion of Gregory Milligan. He then states that Milligan is on board with his plan to let him move to auction the assets and steal the equity in the properties in this orchestrated scheme. Bryan Hardeman stated to Alan Nalle that he and Gregory Milligan have a coordinated effort for this plan.

We have seen the anonymous lender LLC in one of the loans he has purchased (4th and Colorado) make a motion to attempt to appoint Gregory Milligan as receiver over control of the property. However, we put that property in to Chapter 11 bankruptcy to ward off the predatory lender. Hardeman's scheme he outlined to Nalle would entail him bringing Milligan in to the bankruptcy to work at his direction to disadvantage and steal from the borrower.

Bryan Hardeman then told Alan Nalle another shocking statement. Hardeman told Nalle that he has previously foreclosed on loans to take back properties against other property owners where third-party bidders showed up to purchase the properties. Hardeman said he had his lawyers present at the auctions to talk to the third-party bidders and tell them to stop bidding on the loans because the Hardeman entities were going to bid the loan amount to take ownership of the property at the loan balance and they would then turn around and sell the property to the third party bidder at a price slightly lower than they would pay in the legal foreclosure auction bid process. This highly illegal "rigged auction" process, coordinated by Hardeman and his lawyers, is the reason he stated to Nalle on the previous call that he expects to be the beneficiary of all sale proceeds when he auctions properties as a remedy. This is the strategy Bryan Hardeman is pursuing in this fraudulent scheme to steal the properties.

Alan Nalle then told Bryan Hardeman, "Why would a bidder agree to this on the courthouse steps and act on a verbal agreement. This sounds like a conspiracy to defraud the landowner of what his part of the deal." Bryan Hardeman responded, "I have done this before. It works."

Alan Nalle stated he believed Bryan Hardeman told him what he was doing because they have a 50-year relationship. Alan Nalle stated he believed Bryan also told him this because he expects Bryan's next call will be to Alan to ask if he wants to partner with him on these loan purchases he made. Alan Nalle stated he would have no interest if such an offer is made. Alan Nalle stated on the call that Bryan Hardeman's scheme is a "clear conspiracy to defraud the landowners" and is "illegal". Even more alarming is that this a scheme he has completed before and gotten away with it.

Mark Riley, one of Hardeman's Houston lawyers, serves as General Counsel to the anonymous LLCs that own the loans. He has been named as the "substitute trustee" to handle the auctions in the event of a foreclosure auction and will be the party that is running the rigged bidding auctions.

Alan Nalle stated Bryan Hardeman was "braggadocious" in explaining his concocted scheme to defraud me and was bragging about having done this to other landowners before.

Bryan Hardeman reiterated on this call to Alan Nalle that he owns \$43 million in loans on properties I own and that he is actively working to acquire another loan on a shopping center I own in San Antonio and that he fully expects to close on that loan purchase.

I informed Alan Nalle that the properties I own that have the \$43 million in loans are valued at approximately \$200 million. Therefore, my equity in the properties is approximately \$157 million.

Bryan Hardeman's complex fraudulent scheme is to steal this \$150+ million in equity in these properties because he and his lawyers have struck an illegal deal with the bankruptcy Judge to consolidate loans in to a single bankruptcy and to appoint Gregory Milligan to be in charge prior to any of this ever actually occurring in the judicial process. Hardeman's plan is to then take ownership of the properties by moving to "auction" the properties in the "rigged bidding" scheme with his lawyers which will give him the opportunity to credit bid and take fee simple ownership of \$200 million in properties for the \$43 million loan balance which is approximately what he paid for the loans. Alan Nalle stated that Bryan

Hardeman's intention is clearly to "take the difference between the value of the properties and the loans – he is playing to take your equity"

Bryan Hardeman clearly stated he purchased these loans with the intention of completing this fraudulent scheme as he outlined. He has already taken actions in these separate legal disputes on the respective properties which show that this plan is well underway. His intention with purchasing these loans is to defraud the borrower by colluding with his lawyers, the Judge, the proposed receiver/trustee, and potential bidders to take ownership of all of the properties and to deprive me of my legal and constitutional rights.

This fraudulent financial scheme has been orchestrated by Bryan and Will Hardeman on behalf of the Hardeman Family Joint Venture. The lawyers that Hardeman claims have struck the illegal side deal with Judge Davis, and that will be handling the illegal rigged bidding to steal the properties are: Christopher Dodson, Steve Benesh, Jason Cohen, and Mark Riley. Hardeman's partners in these LLC's are Justin Bayne and Mark Riley. The bankruptcy Judge that, according to Hardeman, has agreed to this scheme is Judge Tony M. Davis. Gregory Milligan has conspired with the Hardeman group by agreeing to go along with the scheme by serving as a proposed "neutral" receiver/trustee that will be appointed by Judge Davis. Dilum Chandrasoma and Ray Chester are co-conspirators with the Hardeman group and provide the link between the Hardemans and Milligan through their prior relationship with Milligan. According to Bryan Hardeman statements, all of these parties are aware of his plan and are playing their respective roles in this fraudulent scheme.

EXHIBIT 1

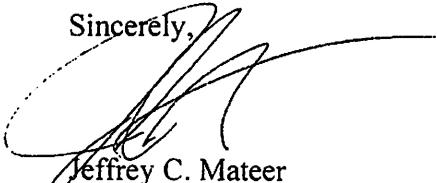


October 1, 2020

Dear Mr. Simpson:

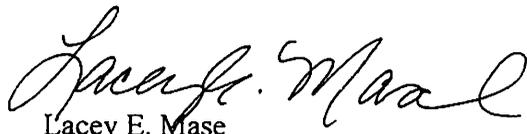
This letter is intended to serve as notice to the Office of the Attorney General that on September 30, 2020, we, the undersigned individuals, reported to an appropriate law enforcement authority a potential violation of law committed by Warren K. Paxton, Jr., in his official capacity as the current Attorney General of Texas. We have a good faith belief that the Attorney General is violating federal and/or state law, including prohibitions relating to improper influence, abuse of office, bribery, and other potential criminal offenses. Each signatory below has knowledge of facts relevant to these potential offenses and has provided statements concerning those facts to the appropriate law enforcement authority. Additionally, today, October 1, 2020, the undersigned notified the Attorney General via text message that they have reported the violations to the appropriate law enforcement authority. A copy of the text message is attached hereto.

Sincerely,

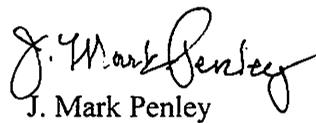

Jeffrey C. Mateer
First Assistant Attorney General


Ryan L. Bangert
Deputy First Assistant Attorney General


James Blake Brickman
Deputy Attorney General for Policy
& Strategy Initiatives


Lacey E. Mase
Deputy Attorney General for Administration


Darren L. McCarty
Deputy Attorney General for
Civil Litigation


J. Mark Penley
Deputy Attorney General for
Criminal Justice


Ryan M. Vassar
Deputy Attorney General for Legal Counsel

Webster, Brent

From: Mase, Lacey
Sent: Thursday, October 1, 2020 12:51 PM
To: Simpson, Greg
Cc: Mateer, Jeff;Brickman, Blake;Bangert, Ryan;Vassar, Ryan;Penley, Mark;McCarty, Darren
Subject: Whistleblower
Attachments: Whistleblower Letter_10-1-20.pdf

Dear Greg:

Please see attached.

Sincerely,



Lacey E. Mase
Deputy Attorney General for Administration

Office of the Attorney General
P.O. Box 12548
Austin, Texas 78711-2548
(512) 463-2147

EXHIBIT 2



KEN PAXTON
ATTORNEY GENERAL OF TEXAS

**NOTICE TO CEASE AND DESIST FROM SHARING
PRIVILEGED OR CONFIDENTIAL INFORMATION FROM STATE RECORDS**

Delivered via civil process server

June 3, 2016

John W. Owens

Dear Mr. Owens:

As an attorney, you have agreed to “maintain the highest standards of ethical conduct,” including to “keep in confidence information relating to representation of a client.”¹ This letter concerns your potential breach of that duty, as well as several state laws, by apparently divulging privileged and confidential information obtained from your employment with this agency.

Although your employment with this agency ended with your retirement in 2011, your duties to comply with state law and the Texas Disciplinary Rules of Professional Conduct applicable to all licensed attorneys in Texas endure. The information now publicly available that you disclosed contains both privileged and confidential information. As the Texas Supreme Court observed, a fiduciary such as a lawyer “is held to something stricter than the morals of the market place. Not honesty alone, but the punctilio of an honor the most sensitive, is then the standard of behavior.’ Accordingly, a lawyer must conduct his or her business with inveterate honesty and loyalty, always keeping the client’s best interest in mind.”² A disclosure of such information likely violated the following provisions:

- Government Code § 552.352: A person commits a misdemeanor by distributing confidential information. The memorandum released to the media contained information made confidential under section 17.61(f) of the Business and Commerce Code.
- Penal Code §§ 37.10(a)(4), (6): A person commits a felony or misdemeanor by possessing a governmental record knowing it was unlawfully obtained or with

¹ Texas Disciplinary Rule of Professional Conduct Preamble at ¶¶ 1, 3.

² *Lopez v. Hokema & Reed, L.L.P.*, 22 S.W.3d 857, 866–67 (Tex. 2000) (quoting *Meinhard c. Salmon*, 249 N.Y. 458 (1928)).

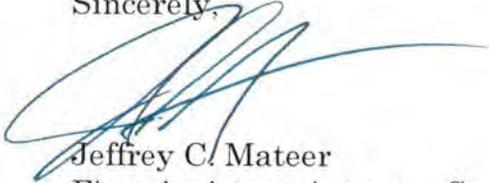
intent that it be used unlawfully.

- Penal Code § 39.02(a)(2): A public servant commits a felony or misdemeanor by knowingly misusing government property that has come into his possession by virtue of his public employment if he intends to obtain a benefit or harm or defraud another.
- Penal Code § 39.06(b): A public servant commits a felony by disclosing information for a nongovernmental purpose that he has access to by means of his employment and has not been made public if he intends to obtain a benefit or harm or defraud another.
- Texas Business and Commerce Code § 17.61(f): Materials produced in response to a civil investigative demand may not be disclosed to any person other than the authorized employee of the Office of the Attorney General without the consent of the producer of the materials.
- Texas Disciplinary Rule of Professional Conduct 1.05(b): A lawyer shall not reveal a former client's confidential information to anyone other than the client, the client's representatives, or the employees of the lawyer's law firm. A ruling from the Open Records Division that pre-dated your disclosure of a particular memorandum held that the memorandum contained information protected by the attorney-client privilege. Tex. Att'y Gen. OR2016-10415, at 3 (May 9, 2016).

Your conduct could have violated other applicable laws and rules as well.³

In light of these provisions, we ask that you immediately cease and desist from disclosing any privileged or confidential information obtained from your employment with this agency. Please contact Henry de la Garza, Chief Employment Counsel and Ethics Advisor, in Human Resources at Henry.DeLaGarza@texasattorneygeneral.gov to confirm your compliance with this demand and all applicable laws and rules.

Sincerely,



Jeffrey C. Mateer
First Assistant Attorney General

³ Of course, this disclosure also violates policies of the Office of the Attorney General that prohibit agency employees from disclosing confidential or privileged information, including information “protected by the attorney-client privilege” or “considered confidential by law.”

EXHIBIT 3

Don clemmer



OFFICE OF THE
DISTRICT ATTORNEY
MARGARET MOORE
P.O. Box 1748
Austin, Texas 78767

FORWARDING AND ADDRESS CORRECTION REQUESTED.

RECEIVED IN
MAILCENTER
JUN 17 2020
OFFICE OF THE
ATTORNEY GENERAL

Mr. David Maxwell
Office of the Attorney General
P.O. Box 12548
Austin, TX 78711-2548

005

7871132548 B007





**OFFICE OF THE
DISTRICT ATTORNEY**

P.O. Box 1748, Austin, TX 78767

Telephone 512/854-9400

Telefax 512/854-9695

MARGARET MOORE
DISTRICT ATTORNEY

MINDY MONTFORD
FIRST ASSISTANT

June 10, 2020

Mr. David Maxwell
Office of the Attorney General
P.O. Box 12548
Austin, TX 78711-2548

Dear Mr. Maxwell:

I am forwarding to you the attached complaint which was recently received by my office regarding allegations of misconduct by employees of the State Securities Board, the Federal Bureau of Investigations, the Department of Public Safety, the United States Attorney's Office for the Western District of Texas, and a federal magistrate. My office would typically forward such a complaint to the Public Integrity Unit of the Texas Rangers for review. However, since an employee of the Department of Public Safety is one of the subjects of the complaint, referral to the Rangers would appear inappropriate. I am therefore requesting that your agency conduct the review.

Thank you for your attention to this matter.

Sincerely,

Don Clemmer
Director, Special Prosecutions Division
Travis County District Attorney's Office

EXHIBIT 4



October 11, 2019

Ms. Terri Sellars
Wood County Auditor
Post Office Box 389
Quitman, Texas 75783-0389

Opinion No. KP-0273

Re: Payment of district attorney pro tem
(RQ-0290-KP)

Dear Ms. Sellars:

You ask several questions related to the payment of a district attorney pro tem in Wood County ("County").¹ Article 2.07 of the Code of Criminal Procedure provides a method for appointing an attorney pro tem when the district attorney "is disqualified to act in any case or proceeding, is absent from the county or district, or is otherwise unable to perform." TEX. CODE CRIM. PROC. art. 2.07(a).² In such a case, the court may appoint an attorney pro tem to perform the duties of the office. *Id.*

Your questions relate to two court orders purportedly appointing the same attorney to serve as pro tem in a single criminal matter. Request Letter at 1–3. The first order, dated March 16, 2017, recites that the court appointed a pro tem—with the consent of the district attorney—to "investigate" specific matters. *Id.* at Exhibit B. You tell us that at the time the court issued this order, the appointed attorney did not take or file an oath of office.³ *See id.* at 2. The second order, dated October 12, 2017, granted the district attorney's motion to recuse and vested the pro tem with the authority to investigate, present to the grand jury, and prosecute any cases arising from the grand jury investigation. *Id.* at Exhibit C. Upon the issuance of the second order, the appointed attorney filed an oath of office. *See id.* at Exhibit D.

We begin with your second and fourth questions, which ask whether the County must compensate an attorney who assists with a prosecution without filing an oath of office and before the district attorney seeks recusal. *See id.* at 1–2. As an initial matter, your questions require a review of two related but distinct concepts—an attorney pro tem appointed under former article

¹See Letter from Ms. Terri Sellars, Wood Cty. Auditor, to Honorable Ken Paxton, Tex. Att'y Gen. at 1–2 (June 3, 2019), <https://www2.texasattorneygeneral.gov/opinion/requests-for-opinion-rqs> ("Request Letter").

²The Eighty-sixth Legislature enacted changes to Code of Criminal Procedure article 2.07 by amending and repealing certain subsections; however, the changes only apply to the appointment of an attorney pro tem that occurs on or after September 1, 2019. Act of May 22, 2019, 86th Leg., R.S., ch. 580, § 5, 2019 Tex. Sess. Law Serv. 1619, 1620 (hereinafter "S.B. 341"). This opinion refers to the former law in effect at the time the court appointed the pro tem. *See* Act of May 10, 1973, 63d Leg., R.S., ch. 154, § 1, 1973, Tex. Gen. Laws 356. Applicable subsections repealed by S.B. 341 are cited as "Former article 2.07."

³We recite the facts you present, as this office cannot resolve questions of fact in the opinion process. *See* Tex. Att'y Gen. Op. No. GA-0648 (2008) at 7.

2.07 and a special prosecutor. Although these terms are sometimes used interchangeably and have similarities, the two positions fundamentally differ. See *State v. Rosenbaum*, 852 S.W.2d 525, 526 n.1 (Tex. Crim. App. 1993); *Stephens v. State*, 978 S.W.2d 728, 731 (Tex. App.—Austin 1998, pet. ref'd); Tex. Att'y Gen. Op. No. GA-0005 (2002) at 2. Former article 2.07 of the Code of Criminal Procedure governs the appointment and compensation of an attorney pro tem appointed prior to September 1, 2019, providing that the court may appoint a pro tem, who—after taking the constitutional oath of office—assumes the duties of the elected district attorney. See Former article 2.07(a), (c).⁴ As the pro tem serves when the district attorney is absent, disqualified, or otherwise unable to perform, the appointed attorney “assumes all the duties of the district attorney, acts independently, and, in effect, replaces the district attorney.” *Coleman v. State*, 246 S.W.3d 76, 82 n.19 (Tex. Crim. App. 2008); see TEX. CODE CRIM. PROC. art. 2.07(a). As such, the pro tem becomes the prosecuting attorney for an appointed case and “is legally authorized to do whatever the law authorizes a district attorney to do.” *State v. Lackey*, 35 Tex. 357, 358 (Tex. 1871).

In contrast, a special prosecutor assists with a case upon request of the district attorney but does not replace the prosecuting attorney. *Coleman*, 246 S.W.3d at 82 n.19. Rather, the district attorney maintains responsibility for managing the case but permits the special prosecutor to participate to the extent allowed by the prosecuting attorney. *Rosenbaum*, 852 S.W.2d at 529 (Clinton, J., concurring); *Stephens*, 978 S.W.2d at 731. As the district attorney retains control of the case, the special prosecutor need not take an oath of office, and court permission is not necessary. *Coleman*, 246 S.W.3d at 82 n.19; *Stephens*, 978 S.W.2d at 731. And, while former article 2.07(c) governs the compensation of an attorney pro tem, it does not address payment of a special prosecutor; instead, a special prosecutor's compensation is a contractual matter. See Former article 2.07(c).

With this background, we turn to your question of whether the County must compensate an attorney who assists with a prosecution without taking the oath of office and who performs work before the district attorney seeks recusal. Request Letter at 1–2. An attorney who assists with a case prior to the district attorney's recusal or other disqualification does not serve in the capacity of a pro tem. See TEX. CODE CRIM. PROC. art. 2.07(a) (providing for appointment of pro tem only when the district attorney is unable to perform, absent, or disqualified).⁵ Rather, an attorney who assists with the consent of the district attorney but prior to recusal serves in the capacity of a special prosecutor, rather than an attorney pro tem, and may qualify for compensation in that capacity. See *Rosenbaum*, 852 S.W.2d at 529 (Clinton, J., concurring); *Mai v. State*, 189 S.W.3d 316, 320 (Tex. App.—Fort Worth 2006, pet. ref'd) (concluding court-appointed attorney

⁴S.B. 341 repealed Texas Code of Criminal Procedure article 2.07(c). However, the former law continues to apply to pro tems appointed prior to September 1, 2019. See S.B. 341, § 5.

⁵Your question impliedly raises the issue of how to determine when a district attorney accomplishes recusal for purposes of discerning whether an appointee serves in the capacity of a pro tem or special prosecutor. A district attorney may file a motion for recusal with the court, and upon order of the court appointing a pro tem, the recusal is final. TEX. CODE CRIM. PROC. art. 2.07(a), (b–1); see *State v. Newton*, 158 S.W.3d 582, 587 (Tex. App.—San Antonio 2005, pet. dismissed). Recusal can also be implied when the district attorney consents to the trial court's appointment of a pro tem. See *Newton*, 158 S.W.3d at 587; *State v. Ford*, 158 S.W.3d 574, 579 (Tex. App.—San Antonio 2005, pet. dismissed). However, the mere relinquishment of substantial portions of a case—including trial work—does not establish the district attorney's recusal. See *Hartsfield v. State*, 200 S.W.3d 813, 817 (Tex. App.—Texarkana 2006, pet. ref'd).

served in capacity of special prosecutor when county attorney was not recused, absent, or disqualified).

Your questions stem from the March 2017 order issued prior to the district attorney's motion for recusal. *See* Request Letter at Exhibit B. The order states that the district attorney consents to the appointment of a pro tem; however, it specifies that the court is only appointing the pro tem to "investigate" certain matters. *Id.* Although the order uses the term attorney pro tem, it provides that the district attorney consents only to the appointee investigating a particular case and does not vest the appointee with any prosecuting authority nor suggest that the district attorney consents to the transfer of such authority. *See id.* This context, along with the appointee purportedly not taking the oath of office at that time, suggests the appointment of a special prosecutor rather than an attorney pro tem. *See Hartsfield*, 200 S.W.3d at 817 (noting that a prosecutor retains control of a prosecution when he or she has "control of crucial prosecutorial decisions, including . . . decisions regarding whether to prosecute"); *Mai*, 189 S.W.3d at 320 (concluding order appointed special prosecutor, rather than pro tem, when none of the requirements under article 2.07 were included in the order or record).

We next consider your first and third questions, which relate to the compensation of a pro tem upon the recusal of the district attorney. Former article 2.07(c) required a county to compensate an attorney pro tem who was not an attorney for the State "in the same amount and manner as an attorney appointed to represent an indigent person." Former article 2.07(c).⁶ Article 26.05 governs compensation for such appointed attorneys and provides that all compensation "shall be paid in accordance with a schedule of fees adopted by formal action of the judges of the county courts, statutory county courts, and district courts trying criminal cases in each county." TEX. CODE CRIM. PROC. art. 26.05(b). The article further requires that "[e]ach fee schedule adopted shall state reasonable fixed rates or minimum and maximum hourly rates, taking into consideration reasonable and necessary overhead costs and the availability of qualified attorneys willing to accept the stated rates." *Id.* art. 26.05(c). The County's fee schedule for appointed attorneys sets per-hour and flat rates for specified tasks; however, it also notes that the court "may adjust fees upward for extraordinary circumstances." Request Letter at Exhibit A.

You ask whether this provision allowing the court to opt out of the mandatory fee rates violates article 26.05. *See id.* at 1. Because article 26.05 requires a fee schedule to have reasonable fixed rates or minimum and maximum hourly rates, an opt-out provision permitting an award of fees outside of those parameters is invalid. *See* TEX. CODE CRIM. PROC. art. 26.05(c); *State ex rel. Wice v. Fifth Jud. Dist. Ct. App.*, No. WR-86, 920-02, 2018 WL 6072183, at **6-7 (Tex. Crim. App. Nov. 21, 2018). You additionally ask whether article 26.05 requires the County to pay an attorney pro tem a rate based on the opt-out provision when it exceeds the maximum rate set out in the fee schedule. Request Letter at 1. Article 26.05 mandates that a fee schedule have fixed rates or limits on fees and requires a commissioners court to pay fees that are "in accordance with the fee schedule for that county." TEX. CODE CRIM. PROC. art. 26.05(c). Accordingly, article 26.05 does not require a county to pay an attorney pro tem at rates exceeding statutory limits based on an invalid opt-out provision. *See id.*; *see Wice*, 2018 WL 6072183, at *4 ("By requiring the judges

⁶S.B. 341 repealed Texas Code of Criminal Procedure article 2.07(c). However, the former law continues to apply to pro tems appointed prior to September 1, 2019. *See* S.B. 341, § 5.

to set both minimum *and* maximum hourly rates, it is clear the legislature was concerned not only with attorneys receiving a fair rate of payment, but also with counties not being forced to pay excessive fees.”⁷

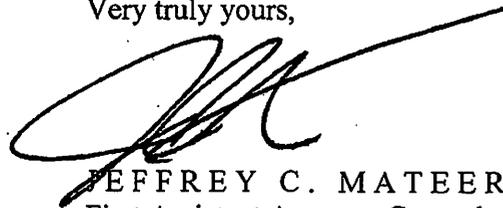
⁷The scope of this opinion is limited to prospective payments and does not address payments already made with approval from the commissioners court. If the judges of the County determine the fee schedule is unreasonable without the opt-out provision, they may create a new fee schedule that complies with article 26.05.

S U M M A R Y

An attorney who assists with a case prior to the district attorney's recusal or other inability to perform the duties of office serves in the capacity of a special prosecutor, rather than an attorney pro tem, and may qualify for remuneration in that capacity.

Upon the recusal of the district attorney, the court may appoint a pro tem. For an attorney pro tem appointed prior to September 1, 2019, the Texas Code of Criminal Procedure required a county to compensate the pro tem in accordance with a fee schedule stating reasonable fixed rates or minimum and maximum hourly rates. Given that the Legislature required limits on fees and prohibited payment outside of those limitations, a provision in a fee schedule permitting an award of fees outside of those parameters is invalid.

Very truly yours,



JEFFREY C. MATEER
First Assistant Attorney General of Texas

RYAN L. BANGERT
Deputy Attorney General for Legal Counsel

VIRGINIA K. HOELSCHER
Chair, Opinion Committee

ASHLEY FRANKLIN
Assistant Attorney General, Opinion Committee

EXHIBIT 5

From: Sunley, Robert
To: Webster, Brent
Cc: Anderson, Jason
Subject: RE: Scan from Lexmark-Do Not Reply
Date: Wednesday, October 7, 2020 3:01:06 PM

We were not able to locate this referral in any of our databases.

Major Robert Sunley

Office of the Texas Attorney General
Criminal Investigations Division
Special Investigations Group
P.O. Box 12548
Austin, Texas 78711
512-936-7914 – Office
512-563-9449 – Cell
robert.sunley@oag.texas.gov



From: Webster, Brent <Brent.Webster@oag.texas.gov>
Sent: Wednesday, October 7, 2020 1:00 PM
To: Sunley, Robert <Robert.Sunley@oag.texas.gov>
Cc: Anderson, Jason <Jason.Anderson@oag.texas.gov>
Subject: RE: Scan from Lexmark-Do Not Reply

Thank you for forwarding this. And can one of you confirm in writing that this was not entered into any database (webpass or offense report system) within your division.

Brent Webster

From: Sunley, Robert <Robert.Sunley@oag.texas.gov>
Sent: Wednesday, October 7, 2020 12:27 PM
To: Webster, Brent <Brent.Webster@oag.texas.gov>
Cc: Anderson, Jason <Jason.Anderson@oag.texas.gov>
Subject: FW: Scan from Lexmark-Do Not Reply

Here is a scanned copy of the letter received from Travis County District Attorney's Office.

Bobby

Major Robert Sunley

Office of the Texas Attorney General
Criminal Investigations Division

Special Investigations Group
P.O. Box 12548
Austin, Texas 78711
512-936-7914 – Office
512-563-9449 – Cell
robert.sunley@oag.texas.gov



From: donotreply@oag.texas.gov <donotreply@oag.texas.gov>

Sent: Wednesday, October 7, 2020 12:24 PM

To: Sunley, Robert <Robert.Sunley@oag.texas.gov>

Subject: Scan from Lexmark-Do Not Reply

EXHIBIT 6

Visitor

Joseph Brown

* = Required

* First Name: * Last Name:

Company: Title:

Reason: * Category: Clearance:

Employee:

Contact | Photo | Badge | Current Visit | Add'l Info | Entry | Vehicle | Notes

Phone: Address:

Fax: City:

Alt Phone: State: Zip:

Email: Country:

Web Site: Citizenship:

License: Expiration: Date of Birth: Id Number:

Checked In
Thursday, August 27, 2020 at 3:45 PM

Checked Out
Thursday, August 27, 2020 at 5:45 PM

Authorized for 8/27/2020 7:00 AM to 8/27/2020 8:00 PM | Status: Checked Out

In Station	Out Station	In Operator	Out Operator	Site	PreAu	See	Id	Approved by
th Desk	WPC North Desk	JABE	SAMB	40 --WPC	no	no		
th Desk	WPC South Desk	EWO	SAMB	40 --WPC	no	no		
th Desk	WPC South Desk	RAS6	EWO	40 --WPC	no	no		
th Desk	WPC North Desk	EWO	SWS2	40 --WPC	no	no		
th Desk	WPC North Desk	JABE	SWS2	40 --WPC	no	no		
th Desk	WPC Event CSC	RGH	RJH6	40 --WPC	no	no		
th Desk	WPC Event CSC	EWO	RJH6	40 --WPC	no	yes		
th Desk	WPC South Desk	EWO	MES9	40 --WPC	no	no	20954438	
th Desk	WPC South Desk	JABE	EWO	40 --WPC	no	no		
th Desk	WPC North Desk	EWO	SWS2	40 --WPC	no	no		
urity Desk	PDB Security Desk	N2C	N2C	10 --PDB	no	no		
th Desk	WPC North Desk	RAS6	SAMB	40 --WPC	no	no		
th Desk	WPC North Desk	EWO	SAMB	40 --WPC	no	no		
th Desk	WPC North Desk	RAS6	MES9	40 --WPC			JIB	
th Desk	WPC Event CSC	GDM3	RJH6	40 --WPC			JIB	
th Desk	WPC North Desk	RAS6	SAMB	40 --WPC			JIB	
th Desk	WPC North Desk	RAS6	RAS6	40 --WPC			JIB	
th Desk	WPC North Desk			40 --WPC			JIB	
th Desk	WPC Event CSC	EWO	RJH6	40 --WPC			JIB	

Reset Theme | Group Print | Print Grid | Print Badge | New

Refresh | Quick Out | Export to Excel | Pre-print | Delete

Visitor				/4003222454	PDB Security Desk	PDB Security Desk	N2C	BRR4	10 - PDB	no	no	20019502
Visitor		DELIVERY	TDCJ	/1001252934	PDB Security Desk	PDB Security Desk	N2C	N2C	10 - PDB	no	no	
Visitor		DELIVERY	SCB/TCC	/1001252935	PDB Security Desk	PDB Security Desk	BRR4	BRR4	10 - PDB	no	no	
Visitor		DELIVERY	SOAH	/4002252936	WPC North Desk	WPC North Desk	JABE	SWS2	40 - WPC	no	no	
Visitor	1	DELIVERY		/1001252937	PDB Security Desk	PDB Security Desk	SAMB	SAMB	10 - PDB	no	no	
Visitor	1	DELIVERY		/1001252938	PDB Security Desk	PDB Security Desk	SAMB	SAMB	10 - PDB	yes	no	
Employee				/4002252939	WPC North Desk	WPC North Desk	JABE	JABE	40 - WPC			HED
Employee				/4002252934	WPC North Desk	WPC North Desk	JABE	TK6	40 - WPC			J1A
					PC North Desk	JABE	SWS2	40 - WPC				LJ01
					PC North Desk	JABE	SWS2	40 - WPC	no	no		
					PC North Desk	JABE	SWS2	40 - WPC	no	no		

Brandon Cammack

* = Required

First Name * Last Name
 Company Title
 Reason * Category
 Employee Clearance

[Photo](#) | [Badge](#) | [Current Visit](#) | [Add'l Info](#) | [Entry](#) | [Vehicle](#) | [Notes](#)

Custom Id Prox Card
 In Site Out Site
 In Station Out Station
 In Operator Out Operator
 Valid From Created by
 Valid To Approved by

Checked In
 Wednesday, August 26, 2020 at 3:08 PM

Checked Out
 Wednesday, August 26, 2020 at 4:38 PM

Valid for 8/26/2020 1:00 PM to 8/26/2020 4:00 PM Status: Checked Out

EXHIBIT 7

From: [Brandon R. Cammack](#)
To: [Webster, Brent](#)
Subject: Fwd: OAG OCC fy21 draft_1.docx
Date: Monday, October 5, 2020 3:18:57 PM

Vassar Email Chain

Brandon R. Cammack

Cammack Law Firm, PLLC
4265 San Felipe Street, Suite 1100 Houston, TX 77027
Office: 713-300-9291
Fax: 817-523-8683

Downtown Rotary Club of Houston
Vice President

Houston Bar Association
Chair Elect

Sent from my iPhone

Begin forwarded message:

From: "Vassar, Ryan" <Ryan.Vassar@oag.texas.gov>
Date: September 4, 2020 at 5:36:25 PM CDT
To: "Brandon R. Cammack" <brandon@cammacklawfirm.com>
Subject: RE: OAG OCC fy21 draft_1.docx

Received.

From: Brandon R. Cammack <brandon@cammacklawfirm.com>
Sent: Friday, September 4, 2020 5:33 PM
To: Vassar, Ryan <Ryan.Vassar@oag.texas.gov>
Subject: Re: OAG OCC fy21 draft_1.docx

This draft looks good. Please send an executed copy back.

Additionally, my firm does not have any conflicts of interest with regards to this investigation and OCC agreement. I will continue to look for potential conflicts that may arise in the future and inform the Attorney General's Office in the event a conflict arises.

Respectfully,

Brandon R. Cammack

Cammack Law Firm, PLLC
4265 San Felipe Street, Suite 1100 Houston, TX 77027
Office: 713-300-9291
Fax: 817-523-8683

Downtown Rotary Club of Houston
Vice President

Houston Bar Association
Chair Elect

On Sep 4, 2020, at 8:30 AM, Vassar, Ryan <Ryan.Vassar@oag.texas.gov> wrote:

Ryan Vassar
Deputy Attorney General for Legal Counsel
Office of Texas Attorney General Ken Paxton
(512) 475-4280

Begin forwarded message:

From: "Vassar, Ryan" <Ryan.Vassar@oag.texas.gov>
Date: September 3, 2020 at 6:51:35 PM CDT
To: "brandon@cammacklawfirm.com"
<brandon@cammacklawfirm.com>
Subject: OAG OCC fy21 draft_1.docx

Please see attached for review.

Also, subsection 57.4(d) of Title 1, Part 3 of the Texas Administrative Code (linked below) requires a prospective outside counsel to disclose past and current conflicts of interest with the State and its agencies, boards, commissions, and other entities, and officials.

[https://texreg.sos.state.tx.us/public/readtac\\$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=3&ch=57&rl=4](https://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=3&ch=57&rl=4)

We will need to obtain a list from you identifying relevant conflicts, or a written statement indicating that no such conflicts exist.

Thank you,
Ryan

<OAG OCC fy21 draft_1.docx>

Ryan Vassar
Deputy Attorney General for Legal Counsel
Office of Texas Attorney General Ken Paxton
(512) 475-4280

EXHIBIT 8

From: Vassar, Ryan
To: Joe Brown
Subject: Re: OAG OCC fy21 draft
Date: Wednesday, September 9, 2020 9:59:41 AM
Attachments: image001.png

Hi Joe,

We are still working internally. I will update you as soon as I can.

Thank you,
Ryan

Ryan Vassar
Deputy Attorney General for Legal Counsel
Office of Texas Attorney General Ken Paxton
(512) 475-4280

On Sep 8, 2020, at 11:10 AM, Joe Brown <

> wrote:

Checking in on this. Can you let me know the status?

<image001.png>

From: "Vassar, Ryan" <Ryan.Vassar@oag.texas.gov>
Date: Wednesday, September 7, 2020 at 12:22 PM
To: Joe Brown <
Subject: Re: OAG OCC fy21 draft

Joe,

The malpractice issue may be one that we can resolve. We will draft the scope and will send you a draft agreement with the relevant details as soon as possible.

Thanks,
Ryan

Ryan Vassar
Deputy Attorney General for Legal Counsel
Office of Texas Attorney General Ken Paxton
(512) 475-4280

On Sep 2, 2020, at 11:50 AM, Joe Brown <

> wrote:

Ryan,

The terms of the contract look generally standard and acceptable. One term requires malpractice insurance, which I do not currently have, as my private practice is newly set up. I was planning on obtaining that, but it may take a little bit. If that provision is able to be waived, I would request it. If not, perhaps modified to require it within 30 days of contract date. Otherwise, I will get it as soon as I can and we will need to wait till then for my signature.

As to the terms on the addendum, do you want me to draft the scope of the work? Are you all preparing that? The main point I want in the scope is that while I will fully investigate the circumstances related to the referral received, and provide a report related to any potential criminal charges, I am not committing to handling the prosecution of any resulting case. While I may be willing to take on any such prosecution, any such agreement to do so would need to be the subject of another agreement, after any ethical conflicts which could arise have been fully considered.

Thank you.

<image001.png>

From: "Vassar, Ryan" <Ryan.Vassar@oag.texas.gov>

Date: Wednesday, September 2, 2020 at 10:52 AM

To:

Subject: OAG OCC fy21 draft

Please see attached.

Ryan Vassar

Deputy Attorney General for Legal Counsel

Office of Attorney General Ken Paxton

(512) 475-4280

This message may contain confidential and/or privileged attorney-client communications or attorney work product and be excepted from required disclosure under the Texas Public Information Act, Texas Government Code chapter 552. The contents of this message should not be disclosed without the express authorization of the Attorney General.

EXHIBIT 9

Webster, Brent

From: Vassar, Ryan
Sent: Thursday, September 3, 2020 4:10 PM
To:
Subject: OAG OCC fy21 draft
Attachments: OAG OCC fy21 draft_1.docx

General,

Per your request, attached is the draft contract. Please let me know if you have any questions.

Thank you,
Ryan



Ryan M. Vassar
Deputy Attorney General for Legal Counsel

Office of Attorney General Ken Paxton
P.O. Box 12548
Austin, Texas 78711-2548
(512) 475-4280

This message may contain confidential and/or privileged attorney-client communications or attorney work product and be excepted from required disclosure under the Texas Public Information Act, Texas Government Code chapter 552. The contents of this message should not be disclosed without the express authorization of the Attorney General.

OUTSIDE COUNSEL CONTRACT

OAG Contract No. _____

This Agreement, including all Addenda (the Addenda are incorporated herein by reference), is hereinafter referred to as the “Outside Counsel Contract” or “OCC.” This Outside Counsel Contract is made and entered into by and between the Office of the Attorney General of Texas (“Agency,” “Attorney General,” or “OAG”) and Cammack Law Firm, PLLC (“Outside Counsel”). The term “Parties” as used in this OCC refers to Agency and Outside Counsel. This OCC is made and entered into with reference to the following facts:

INDUCEMENTS

Whereas, Agency requires the assistance of outside legal counsel in carrying out its responsibilities; and

Whereas, Outside Counsel desires to provide legal services to Agency, subject to the authority of the Texas Attorney General.

AGREEMENT

Now, therefore, in consideration of the inducements, covenants, agreements, and conditions herein contained, the Parties agree as follows:

Section 1. Purpose.

1.1 Purpose. The purpose of this OCC is for Outside Counsel to provide legal services to Agency, as described in Addendum A.

1.2.1 Litigation. OUTSIDE COUNSEL SHALL NOT REPRESENT AGENCY IN ANY LITIGATION UNLESS ADDENDUM A SPECIFICALLY AUTHORIZES LITIGATION IN A PARTICULAR MATTER.

1.2.2 Appellate Matters. Irrespective of any authorization to engage in litigation in this OCC, or in a writing outside of this OCC, OUTSIDE COUNSEL IS NOT AUTHORIZED TO PROCEED ON ANY APPEAL, IN ANY CAPACITY, WHETHER INTERLOCUTORY OR OTHERWISE, WHETHER AS APPELLANT, APPELLEE, RESPONDENT, APPLICANT, OR OTHERWISE, WITHOUT FIRST OBTAINING THE WRITTEN PERMISSION OF THE ATTORNEY GENERAL, FIRST ASSISTANT ATTORNEY GENERAL, OR SOLICITOR GENERAL.

1.2.3 OAG Review of Outside Counsel Invoice and Release of Payment. Outside Counsel invoices will be reviewed and approved by the OAG pursuant to Subsection 402.0212(b) of the Texas Government Code and Title 1, Chapter 57 of the Texas Administrative Code.

Section 2. OCC Term.

This OCC shall commence on 9/3/2020, and shall terminate on 8/31/2021 (hereinafter “OCC Term”), unless terminated earlier pursuant to Section 7 of this OCC. The OCC Term may not be extended except by amendment pursuant to Section 9.12 of this OCC.

Section 3. Obligations of Outside Counsel.

3.1 Duties. Outside Counsel shall provide professional legal services to Agency as described in Addendum A. Outside Counsel shall represent Agency with due professional care as required by applicable law and disciplinary rules.

3.2 Staff. Outside Counsel is expected to perform valuable services for Agency, and the method and amount or rate of compensation are specified in Section 5 and Addendum B of this OCC. Outside Counsel staff and employees are expected to perform work of a type commensurate with their professional titles. Outside Counsel agrees that any person employed or engaged by Outside Counsel and who assists in performing the services agreed to herein shall not be considered employees or agents of Agency or the State of Texas.

3.3 Public Information and Client Communications. Outside Counsel acknowledges that information created or exchanged in the course of representation of a governmental body may be subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code, and may be subject to required disclosure in a publicly accessible format pursuant to Section 2252.907 of the Texas Government Code. Outside Counsel will exercise professional judgment and care when creating documents or other media intended to be confidential or privileged attorney-client communications that may be subject to disclosure under the Public Information Act (e.g. invoices where incidental notation may tend to reveal litigation strategies or privileged information). Outside Counsel should mark confidential or privileged attorney-client communications as confidential. This subsection shall not be interpreted to limit Outside Counsel’s duty to provide full disclosure to Agency as necessary in Outside Counsel’s judgment to represent Agency with due professional care or as required by applicable law or disciplinary rules.

3.4 Status. Pursuant to the standard of professional care owed to the Agency, Outside Counsel shall endeavor to keep Agency fully informed about all material matters relating to legal services provided under this OCC.

3.5 Subcontracting Authority. In the event Outside Counsel determines it is necessary or expedient to subcontract for any of the performances herein, or in support of any of those performances, Outside Counsel may enter into such subcontract(s) after obtaining express written approval from Agency. If Outside Counsel purports to enter into a subcontract without express written approval from Agency, the Parties agree that such contract shall be voidable at the option of Agency and that Outside Counsel shall have no recourse against Agency or the State of Texas for any direct or indirect costs, damages, or any other expenses related to the subcontractor. For all subcontracts entered by Outside Counsel, the Parties agree that all such subcontracts are subject to Section 4 (Liability), Subsection 5.2 (Reimbursement of Expenses), Subsection 5.3 (Subcontractor Payments), Subsection 6.2 (Subcontractor Invoices), and Subsection 6.5

(Supporting Documents; Right-to-Audit; Inspection of Records) of this OCC. Furthermore, if Outside Counsel elects to enter into a subcontract for any legal services, then the Parties agree that Agency shall not be liable to Outside Counsel for any rates or rate ranges greater than or inconsistent with the highest rate or rate range specified in Addendum B unless prior written approval is obtained from Agency. Any subcontracted legal counsel also must comply with Subsections 5.5 (Administrative Staff/Clerks) and 9.8 (Conflict of Interest) of this OCC.

Outside Counsel agrees to comply with all state and federal laws applicable to any subcontractors, including, but not limited to, laws regarding wages, taxes, insurance, historically underutilized businesses, and workers' compensation.

In no event shall this section or any other provision of this OCC be construed as relieving Outside Counsel of the responsibility for ensuring that all services rendered under this OCC, and any subcontracts thereto, are rendered in compliance with all of the terms of this OCC.

Section 4. Liability.

4.1 Limitation of Liability. The Parties stipulate and agree that the State of Texas and Agency's total liability to Outside Counsel, including consideration for the full, satisfactory, and timely performance of all its duties, responsibilities, and obligations, and for reimbursement of all expenses, if any, as set forth in this OCC or other liability arising out of any performance herein shall not exceed:

\$25,000.00 for this OCC Term.

Outside Counsel agrees that the State of Texas and its agencies (other than Agency) shall have no liability arising out of this OCC or the services of this OCC to Outside Counsel.

4.2 Subject to Appropriation. The Parties acknowledge and agree that nothing in this OCC will be interpreted to create a future obligation or liability in excess of the funds currently appropriated to Agency.

Section 5. Compensation/Expenses.

5.1 Fees to Outside Counsel. Consistent with Title 1, Chapter 57 of the Texas Administrative Code, Agency agrees to pay Outside Counsel in consideration of full and satisfactory performance of the legal services under this OCC. Services for non-attorney timekeeper classifications listed on Addendum B, if applicable, such as paralegal, legal assistant, or patent agent, must be of a substantive legal nature in order to be reimbursable. Outside Counsel agrees to the fee schedule as described in Addendum B.

5.2 Reimbursement of Expenses. Agency will reimburse Outside Counsel for actual expenses incurred in the performance of the legal services described in Addendum A, if such expenses are reasonable and either necessary or advisable. Outside Counsel must provide copies of original receipts as evidence of actual expenditures. Limitations on the amount and type of

reimbursement include the following, unless otherwise agreed upon by Agency in writing, in advance, and in accordance with Agency policy and relevant law:

5.2.1 Mileage. Agency will reimburse Outside Counsel for reasonable and necessary travel mileage at the per mile rate posted on the Texas Mileage Guide adopted under Section 660.043 of the Texas Government Code. The Texas Mileage Guide is currently available on the Comptroller of Public Accounts's website, at: <https://fmx.cpa.state.tx.us/fm/travel/travelrates.php>.

5.2.2 Meals. Agency will reimburse Outside Counsel for reasonable and necessary meal expenses in accordance with the Textravel guide published by the Texas Comptroller of Public Accounts. Agency will reimburse Outside Counsel at the allowable rate provided by the Textravel guide or actual expenses, whichever is less, for each timekeeper as listed in Addendum B for each day requiring overnight travel and on the return day of travel. Agency will not reimburse Outside Counsel for the purchase of alcohol. The Textravel guide is currently available on the Comptroller of Public Accounts's website at: <https://fmx.cpa.texas.gov/fmx/travel/textravel/rates/current.php>.

5.2.3 Lodging. Agency will reimburse Outside Counsel for reasonable and necessary lodging expenses. Unless otherwise agreed upon by Agency in writing in advance, Texas lodging or overnight accommodations will be reimbursed at the lesser amount of the actual expense or \$200.00 per timekeeper, as listed in Addendum B, per night. Unless otherwise agreed upon by Agency in writing in advance, out-of-Texas lodging or overnight accommodations will be reimbursed at the lesser amount of the actual expense or \$250.00 per timekeeper, as listed in Addendum B, per night.

5.2.4 Airfare. Airfare will be reimbursed at the lesser amount of the actual expense or the regular published rates for airfares for commercial airlines. Agency will not reimburse Outside Counsel for expenses relating to first-class airfare, which includes first- or business-class airfare or any other expense related to premium or preferred airfare benefits.

5.2.5 Expert Services. Subject to Agency's prior approval, Agency will reimburse Outside Counsel for the reasonable and necessary cost of expert services.

5.2.6 Other Reimbursable Expenses. Agency will reimburse the actual cost for other expenses if Outside Counsel provides a reasonable and sufficient explanation of the nature and purpose of the charge and the charge is reasonable and either necessary or advisable.

5.2.7 Non-Reimbursable Expenses. Agency expects Outside Counsel to anticipate and include routine operating expenses and disbursements as part of overhead and, therefore, part of a basic hourly rate or flat rate. Therefore, Agency will not reimburse Outside Counsel for: routine copying and printing charges; fax charges; routine postage; office supplies; telephone charges unless related to teleconferencing services; local travel (within 20-mile radius of office including mileage, parking, and tolls) not relating to overnight travel; all delivery services performed by internal staff; electricity or other utilities; software costs or subscription fees; and internet or wireless access charges.

5.2.8 Gratuity. Agency will not reimburse Outside Counsel for tips or gratuities.

5.2.9 Reimbursement for Agency Employee Expenses. Agency will not reimburse Outside Counsel for the cost of expenses incurred by Agency employees.

5.2.10 No Mark-up. Outside Counsel will only be reimbursed for actual expenses. Outside Counsel shall not be reimbursed for any mark-up or other overhead costs.

5.3 Subcontractor Payments. Subject to Agency's prior approval, Agency will reimburse Outside Counsel for the actual, reasonable and necessary expenses relating to Outside Counsel's use of subcontractors. Outside Counsel shall be responsible for any payments and other claims due to subcontractors for work performed under this OCC. Outside Counsel, in subcontracting for any performances or in support of any of the performances specified herein (e.g., expert services, local counsel, and other services), expressly understands and agrees that Agency shall not be directly liable in any manner to Outside Counsel's subcontractor(s).

5.4 Legal Research. Agency may reimburse Outside Counsel for its reasonable and necessary expenses relating to legal research, including online legal research.

While Agency should be paying Outside Counsel to apply the knowledge and expertise for which it was hired, and not paying Outside Counsel to obtain that knowledge through extensive legal research, Agency understands that situations arise that justify extensive research on how best to proceed in order to achieve a desired result. Therefore, the need for extensive legal research will be addressed on a case-by-case basis by Outside Counsel and Agency.

5.5 Administrative Staff/Clerks. Agency will only pay for substantive legal work performed by attorneys or other qualified personnel, regardless of the job title or classification applicable to such individual. For purposes of this agreement, "substantive legal work" has the same meaning as defined by the Texas Paralegal Standards adopted by the Board of Directors of the State Bar of Texas. Agency will not pay for law clerks or interns, however classified, under any circumstances. Agency will not pay for administrative staff, such as secretarial support, librarians, case clerks, and accounting and billing clerks, for activities including but not limited to the following: overtime, file opening, file organization, docketing, and other administrative tasks; and preparation of billing, invoice review, budget preparation, and communications regarding same or any other accounting matter.

5.6 Training. Agency will not pay for the education or training of attorneys, paralegals, or other staff of Outside Counsel, including assigning such staff on a transient basis to an Agency matter.

Section 6. Invoices for Payment.

6.1 General. Outside Counsel agrees to abide by the administrative rules adopted by the OAG governing the submission, review, and approval of invoices found at Title 1, Chapter 57 of the Texas Administrative Code. Outside Counsel understands and agree that no invoice shall seek

reimbursement for services performed or expenses incurred in violation of the provisions of this OCC.

6.1.1 Billing Period. The billing period is the interval (ex. monthly) which determines the frequency Outside Counsel will submit invoices to the Agency. The billing period for this OCC is specified in Addendum B. Unless otherwise specified in Addendum B of the Contract, a billing period defined as “monthly” shall begin with the first day of the calendar month and end with the last day of the calendar month.

6.1.2 Billable Time. Agency will only pay for the services of individuals covered in Addendum B. All times must be billed in one-tenth hour or one-quarter hour increments, and must reflect only actual time spent. Tasks referencing correspondence and filings must describe the document received or authored. Agency expects to be billed for the actual time it takes to modify standardized forms, filings, and/or correspondence for use on the matter being billed. Agency will not reimburse Outside Counsel for the time it originally took to prepare any such standardized documents. Agency will not pay for review, execution, and processing of the OCC and submission of invoices.

6.1.3 Submission of Invoices. Outside Counsel must submit invoices to Agency for review within one calendar month from the end of the relevant billing period covered by the invoice. Outside Counsel must submit invoices to Agency at:

general.counsel@oag.texas.gov

OR

Attn.: General Counsel Division
Office of the Attorney General
Mail Code 074
Post Office Box 12548
Austin, Texas 78711-2548

6.2 Subcontractor Invoices. Subcontractor(s) shall directly invoice Outside Counsel, and Outside Counsel shall then invoice Agency for the work performed. The actual work performed by subcontractor shall be specifically identified in the invoice supported by attached documentation.

6.3 Prompt Payment. Payments to Outside Counsel by Agency under this OCC shall be in compliance with Chapters 2251 of the Texas Government Code and Title 34, Chapter 20, Subchapter F of the Texas Administrative Code.

6.4 Supporting Documents; Right-to-Audit; Inspection of Records.

6.4.1 Duty to Maintain Records. Outside Counsel shall maintain adequate records to support its charges, procedures, and performances to Agency for all work related to this OCC. Outside Counsel shall also maintain such records as are deemed necessary by Agency, the State

Auditor's Office, or federal auditors if federal funds are used to pay Outside Counsel, to ensure proper accounting for all costs and performances related to this OCC.

6.4.2 Records Retention. Outside Counsel shall retain, for a period of at least seven (7) years after the later of (1) the expiration or termination of this OCC or (2) the resolution of all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving this OCC, such records as are necessary to fully disclose the extent of services provided under this OCC, including but not limited to any daily activity reports, time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

6.4.3 Inspection of Records and Right to Audit. Outside Counsel shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all information related to the State of Texas' property, services performed, and charges, such as work papers, reports, books, data, files, software, records, and other supporting documents pertaining to this OCC, for purposes of inspecting, monitoring, auditing, or evaluating by Agency, the State of Texas, or their authorized representatives. Outside Counsel shall cooperate with auditors and other authorized Agency and State of Texas representatives and shall provide them with prompt access to all of such property as requested by Agency or the State of Texas.

6.4.4 State Auditor. In addition to and without limitation on the other audit provisions of this OCC, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of Outside Counsel or any other entity or person receiving funds from the State of Texas directly under this OCC or indirectly through a subcontract under this OCC. The acceptance of funds by Outside Counsel or any other entity or person directly under this OCC or indirectly through a subcontract under this OCC acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, Outside Counsel or any other entity or person that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. Outside Counsel further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Outside Counsel shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through Outside Counsel and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Outside Counsel related to this OCC.

Section 7. Termination

7.1 Convenience of the State. Agency has the right to terminate this OCC, in whole or in part, without penalty, by notifying Outside Counsel in writing of such termination prior to the effective date of such termination. Such notification of termination shall state the effective date of termination. In the event of such termination, Outside Counsel shall, unless otherwise mutually agreed upon in writing, cease all services immediately, except such services that are necessary to

wind-up, in a cost-effective manner, all services being provided. Subject to Section 4 of this OCC, Agency shall be liable for payments for all services performed under this OCC to the effective date of termination, plus any necessary services to cost effectively wind-up.

7.2 Cause/Default. In the event that Outside Counsel commits a material breach of this OCC, Agency may, upon written notice to Outside Counsel, immediately terminate all or any part of this OCC. Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law, or under this OCC.

7.3 Rights Upon Termination or Expiration. Upon expiration or termination of this OCC for any reason, Outside Counsel shall, subject to Outside Counsel's professional obligations, immediately transfer to Agency all information and associated work products prepared by Outside Counsel or otherwise prepared for Agency pursuant to this OCC, in whatever form such information and work products may exist, to the extent requested by Agency. At no additional cost to Agency and in any manner Agency deems appropriate in its sole discretion, Agency is granted the unrestricted right to use, copy, modify, prepare derivative works from, publish, and distribute any component of the information, work product, or other deliverable made the subject of this OCC.

7.4 Remedies. Notwithstanding any exercise by Agency of its rights of early termination, Outside Counsel shall not be relieved of any liability to Agency for damages due to Agency by virtue of any breach of this OCC by Outside Counsel or for amounts otherwise due Agency by Outside Counsel.

7.5 Termination by Outside Counsel. Consistent with applicable rules of professional conduct, Outside Counsel may terminate this OCC upon reasonable notice for material breach by Agency.

Section 8. Certifications of Outside Counsel

By agreeing to and signing this OCC, Outside Counsel hereby makes the following certifications and warranties:

8.1 Delinquent Child Support Obligations. Outside Counsel certifies that it is not ineligible to receive any grant, loan, or payment under this OCC pursuant to Section 231.006 of the Texas Family Code and acknowledges that this OCC may be terminated and payment may be withheld if this certification is inaccurate.

8.2 Buy Texas. With respect to any services purchased pursuant to this OCC, Outside Counsel represents and warrants that it will buy Texas products and materials for use in providing the services authorized herein when such products and materials are available at a comparable price and within a comparable period of time when compared to non-Texas products and materials. This subsection does not apply to Outside Counsel providing legal services located outside the State of Texas.

8.3 Gift to Public Servant. Outside Counsel warrants that it has not given, nor does it intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the award of this OCC.

8.4 Franchise Tax. By signing this OCC, Outside Counsel certifies that its Texas franchise tax payments are current, or that it is exempt from or not subject to such tax, consistent with Chapter 171 of the Texas Tax Code.

8.5 Outside Counsel License/Conduct. Outside Counsel certifies that each attorney performing services under this OCC is an attorney in good standing under the laws of the State of Texas or the jurisdiction where the representation occurs. Outside Counsel will notify Agency in writing within one business day of any lapse in an assigned attorney's licensed status or any final disciplinary action taken against an assigned attorney. For the Lead Counsel(s) named in Addendum B, Outside Counsel will provide documentation of good standing from the state bar or the licensing authority of the jurisdiction in which the attorney resides and is licensed. An attorney that is not licensed by the State Bar of Texas may not provide legal services and advice concerning Texas law.

8.6 Debt to State. Outside Counsel acknowledges and agrees that, to the extent Outside Counsel owes any debt (child support or other obligation) or delinquent taxes to the State of Texas, any payments Outside Counsel are owed under this OCC may be applied by the Comptroller of Public Accounts toward any such debt or delinquent taxes until such debt or delinquent taxes are paid in full.

8.7 Prohibited Bids and Contracts. Under Section 2155.004 of the Texas Government Code, Outside Counsel certifies that it is not ineligible to receive this OCC and acknowledges that this OCC may be terminated and payment withheld if this certification is inaccurate.

8.8 Compliance with State Law Contracting Provisions. Agency and Outside Counsel certify that this OCC is compliant, and will remain compliant, with any and all applicable laws governing contracts involving the State of Texas or its agencies, including, but not limited to, Sections 572.054 (Representation by Former Officer or Employee of Regulatory Agency Restricted; Criminal Offense), 572.069 (Certain Employment for Former State Officer or Employee Restricted), 669.003 (Contracting with Executive Head of State Agency), 2252.901 (Contracts with Former or Retired Agency Employees), 2252.908 (Disclosure of Interested Parties), and 2261.252 (Disclosure of Potential Conflicts of Interest; Certain Contracts Prohibited) of the Texas Government Code.

8.9 Does not Boycott Israel. Pursuant to Section 2270.002 of the Texas Government Code, Outside Counsel certifies, by executing this OCC, that Outside Counsel does not, and will not during the term of this OCC, boycott Israel. Outside Counsel further certifies that no subcontractor of Outside Counsel boycotts Israel or will boycott Israel during the term of this agreement. Outside Counsel agrees to take all necessary steps to ensure this certification remains true during the term of this OCC.

8.10 Prohibited Companies. Outside Counsel certifies, by executing this OCC, that neither Outside Counsel, nor any subcontractor of Outside Counsel, is a company under Texas Government Code section 2252.152 with which Agency may be prohibited from contracting. Outside Counsel agrees to take all necessary steps to ensure this certification remains true during the term of this OCC.

8.11 Limitation on Abortion Funding. Outside Counsel acknowledges and agrees that, under article IX, section 6.25 of the General Appropriations Act, 86th Leg., R.S. (2019), and except as provided by that Act, funds may not be distributed under this OCC to any individual or entity that: (1) performs an abortion procedure that is not reimbursable under the State of Texas' Medicaid program; (2) is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the State of Texas' Medicaid program; or (3) is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the State of Texas' Medicaid program.

Section 9. General Terms and Conditions

9.1 Independent Contractor. Outside Counsel agrees and acknowledges that during the OCC Term, Outside Counsel and Outside Counsel's subcontractors are independent contractors of Agency or the State of Texas and are not employees of Agency or the State of Texas.

9.1.1 Outside Counsel will be solely and entirely responsible for its acts and the acts of its agents, employees, subcontractors, and representatives in the performance of this OCC.

9.1.2 Outside Counsel agrees and acknowledges that during the OCC Term, Outside Counsel shall be entirely responsible for the liability and payment for Outside Counsel or Outside Counsel's employees or assistants, of all taxes of whatever kind, arising out of the performances in this OCC. Other than the payments described in this OCC, Outside Counsel agrees and acknowledges that Outside Counsel or Outside Counsel's employees or assistants shall not be entitled to any State benefit on account of the services provided hereunder. AGENCY SHALL NOT BE LIABLE TO OUTSIDE COUNSEL, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION, OR ANY BENEFIT DUE TO A STATE EMPLOYEE. If Agency or the State of Texas shall nonetheless become liable for such payments or obligations, Outside Counsel shall promptly pay or reimburse Agency or the State of Texas for such liability or obligation.

9.2 Assignment of OCC. Outside Counsel may not assign this OCC, or assign any right or delegate any duty under this OCC, without prior written approval from Agency.

9.3 Survival. The obligations of Outside Counsel under the following sections and subsections shall survive the termination or expiration of this OCC: 3.3, 4, 5, 6.4, 7.1, 7.3, 7.4, 8.8, 9.7, 9.8, 9.11, and 9.13.

9.4 Copyright/Intellectual Property. Outside Counsel shall take reasonable measures to protect Agency from material risks of Agency liability known to Outside Counsel for any copyright or patent infringement or disclosure of trade secrets resulting from the use of any

equipment, materials, information, or ideas furnished by Outside Counsel pursuant to this OCC (other than equipment, materials, information, or ideas supplied or required by Agency or its employees or other agents). Outside Counsel and Agency agree to furnish timely written notice to each other of any claim of copyright, patent, trade secret, or other intellectual property infringement arising out of services under this OCC.

9.5 Media Releases or Pronouncements. Outside Counsel understands that Agency does not endorse any vendor, commodity, or service. Outside Counsel, its employees, representatives, agents, or subcontractors may not participate in any media event or issue any media release, advertisement, publication, editorial, article, or public pronouncement that pertains to this OCC or the services or project to which this OCC relates or that mentions Agency without the prior written approval of Agency.

9.6 Written Notice Delivery. Any notice required or permitted to be given under this OCC by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this subsection, or on the date shown on the certificate of receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

9.6.1 Outside Counsel's Address. The address for Outside Counsel for all purposes under this OCC and for all notices hereunder shall be:

Brandon Cammack
Cammack Law Firm PLLC
4265 San Felipe St #1100
Houston, Texas 77027
Phone: 713-300-9291
Email: brandon@cammacklawfirm.com

9.6.2 OAG's Address. The addresses for the OAG for all purposes under this OCC, except as provided by Subsection 6.1.3, and for all notices hereunder shall be:

Office of the Attorney General
General Counsel Division, Mail Code 074
Post Office Box 12548
Austin, Texas 78711-2548

9.7 Dispute Resolution.

9.7.1 The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by Agency and by Outside Counsel to attempt to resolve any claim for breach of this OCC made by Outside Counsel.

9.7.2 Outside Counsel's claims for breach of this OCC that the Parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Government Code. To initiate the process, Outside Counsel shall submit written notice, as required by Subchapter B, to the Agency's contact with a copy to the Texas First Assistant Attorney General or his/her designee. Said notice shall specifically state that the provisions of Chapter 2260, Subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of Outside Counsel and Agency otherwise entitled to notice under this OCC. Compliance by Outside Counsel with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Government Code.

9.7.3 The contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is Outside Counsel's sole and exclusive process for seeking a remedy for any and all alleged breaches of this OCC by Agency or the State of Texas if the Parties are unable to resolve their disputes under Section 9.7.2 of this OCC.

9.7.4 Compliance with the contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Texas Civil Practices and Remedies Code. Neither the execution of this OCC by Agency nor any other conduct of any representative of Agency relating to this OCC shall be considered a waiver of sovereign immunity.

9.7.5 The submission, processing, and resolution of Outside Counsel's claim is governed by Title 1, Chapter 68 of the Texas Administrative Code adopted by the OAG pursuant to Chapter 2260, as currently effective, hereafter enacted, or subsequently amended, shall govern.

9.8 Conflict of Interest.

9.8.1 Neither local funds nor funds appropriated by the General Appropriations Act may be expended to pay the legal fees or expenses of Outside Counsel in representing Agency in any matter if Outside Counsel is representing a plaintiff in a proceeding seeking monetary damages from the State of Texas or any of its agencies. For these purposes, "proceedings seeking monetary damages" do not include actions for tax refunds, compensation for exercise of eminent domain authority, or reimbursement of costs of litigation and attorney's fees.

9.8.2 Neither local funds nor funds appropriated by the General Appropriations Act may be used to pay the legal fees or expenses of Outside Counsel under this OCC if Outside Counsel currently represents, has represented in the six months preceding this OCC, or will represent in the six months following the termination of this OCC, a client before Agency.

9.8.3 Outside Counsel shall regularly conduct conflicts analyses on its interests and those of its clients and any subcontractor and immediately disclose, in writing, to Agency any actual or potential conflict with respect to Agency or the State of Texas.

9.8.4 Outside Counsel has a continual and ongoing obligation to immediately notify Agency, in writing, upon discovery of any actual or potential conflict to Agency or the State of Texas.

9.9 Taxes. This OCC shall not be construed so as to supersede the laws of the United States or the State of Texas that accord the State of Texas, Agency, and all departments, agencies, and instrumentalities of the State of Texas exemptions from the payment(s) of all taxes of whatever kind. To the extent allowed by law, Agency will provide, upon the request of Outside Counsel during this OCC Term, all applicable tax exemption documentation.

9.10 Signatories. Having agreed to the terms herein, the undersigned signatories hereby represent and warrant that they have authority to enter into this OCC and are acting in their official capacities.

9.11 Applicable Law and Venue. This OCC is made and entered into in the State of Texas, and this OCC and all disputes arising out of or relating to this OCC shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Outside Counsel agrees that Agency and the State of Texas do not waive any immunity (including, without limitation, state or federal sovereign immunity). Outside Counsel further agrees that any properly allowed litigation arising out of or in any way relating to this OCC shall be commenced exclusively in a court of competent jurisdiction in Travis County, Texas. Outside Counsel thus hereby irrevocably and unconditionally consents to the exclusive jurisdiction of a court of competent jurisdiction in Travis County, Texas for the purpose of prosecuting or defending such litigation. Outside Counsel hereby waives and agrees not to assert: (a) that Outside Counsel is not personally subject to the jurisdiction of a court of competent jurisdiction in Travis County, Texas, (b) that the suit, action or proceeding is brought in an inconvenient forum, (c) that the venue of the suit, action or proceeding is improper, or (d) any other challenge to jurisdiction or venue.

9.12 Amendments. This OCC, including addenda hereto, may be amended only upon written agreement signed by the Parties.

9.13 Severability/Interpretation. The fact that a particular provision in this OCC is held under any applicable law to be void or unenforceable in no way affects the validity of other provisions, and this OCC will continue to be binding on both Parties. Any provision that is held to be void or unenforceable will be interpreted by the Parties or the courts to be replaced with language that is as close as possible to the intent of the original provision so as to effectuate the purpose of this OCC. Any ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of this OCC.

9.14 Insurance Required. Outside Counsel will undertake reasonable efforts to obtain and maintain during this OCC Term malpractice insurance in an amount not less than \$10,000.00 or the amount specified in Section 4.1 of this OCC, whichever is more.

Further, Outside Counsel agrees to give notice to Agency in the event any amount of malpractice insurance is canceled. Outside Counsel also agrees to furnish to Agency certified copies of such insurance policies when requested. Outside Counsel agrees that no claim by Agency and the State of Texas for damages resulting from breach of Outside Counsel's duties to Agency under this OCC shall be limited to the amount of malpractice insurance maintained by Outside Counsel.

9.15 Additional Terms. Any additional terms agreed to by Outside Counsel and Agency shall be listed in an optional Addendum C. These terms shall not be inconsistent with or contrary to the Contract terms listed above, and nothing in Addendum C shall remove or modify terms contained in Sections 1-9. In the event of any conflict, ambiguity or inconsistency between the terms of Addendum C and Sections 1-9 of this Outside Counsel Contract, Sections 1-9 shall take precedence and control.

9.16 Counterparts. This OCC may be executed in multiple counterparts.

IN WITNESS THEREOF, THE PARTIES HAVE SIGNED AND EXECUTED THIS OCC.

Cammack Law Firm PLLC

Office of the Attorney General of Texas

By: Brandon Cammack
4265 San Felipe St #1100
Houston, Texas 77027
Phone: 713-300-9291
Email: brandon@cammacklawfirm.com

Attorney General or designee

OUTSIDE COUNSEL CONTRACT

OAG Contract No. _____

Addendum A

Services

The Travis County District Attorney's Office referred a criminal complaint to the OAG. The District Attorney's Office requested that the OAG conduct a review of the allegations, which include complaints of potential criminal violations made by certain state and federal employees.

State law allows the OAG to provide assistance to a prosecutor's office, such as the Travis County District Attorney's Office, in the prosecution of criminal cases. *See* Tex. Gov't Code §§ 402.028(a); 41.102(b).

Outside Counsel will conduct an investigation, under the authority of the OAG, of the criminal allegations contained in the complaint referred to the OAG by the District Attorney's Office and shall prepare a report documenting any potential criminal charges that may be discovered in the course of the investigation. Notwithstanding anything to the contrary contained in this OCC, Outside Counsel shall conduct its investigation only as consistent with the complaint referred to the OAG and only as directed by the OAG. Except for Outside Counsel's duty to provide a post-investigation report, this OCC expressly excludes legal services relating to any other post-investigation activities, including, but not limited to, indictment and prosecution.

OUTSIDE COUNSEL CONTRACT

OAG Contract No. _____

**Addendum B
Rates**

Attorneys working on Agency matters, including necessary and appropriate personal appearances before the Court, as requested and authorized by Agency Counsel shall be paid according to the following terms:

Name(s) of Lead Counsel: **Brandon Cammack**

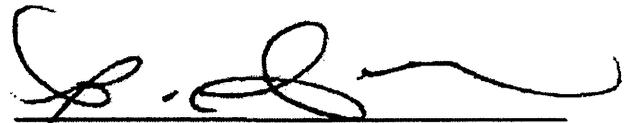
Timekeeper classification	Hourly Rate (in United States Dollars)
Brandon Cammack	\$300.00

Billing Period. The billing period for this OCC shall be: **Monthly**

Travel Rate. An attorney's travel rate may not exceed one-half of that attorney's hourly rate listed above. If no hourly rate is identified above or no travel rate(s) listed below, Outside Counsel may not charge Agency for time spent traveling on Agency matters.

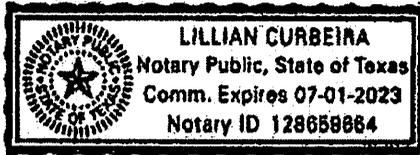
EXHIBIT 10

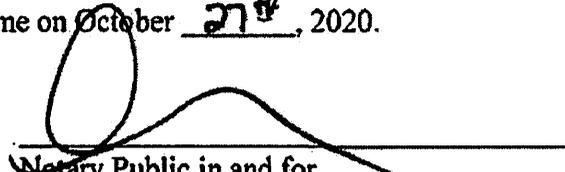
EXHIBIT B



BRANDON CAMMACK

SUBSCRIBED AND SWORN TO before me on October 27th, 2020.





Notary Public in and for
the State of TEXAS

EXHIBIT 11

OUTSIDE COUNSEL CONTRACT

OAG Contract No. _____

This Agreement, including all Addenda (the Addenda are incorporated herein by reference), is hereinafter referred to as the "Outside Counsel Contract" or "OCC." This Outside Counsel Contract is made and entered into by and between the Office of the Attorney General of Texas ("Agency," "Attorney General," or "OAG") and Cammack Law Firm, PLLC ("Outside Counsel"). The term "Parties" as used in this OCC refers to Agency and Outside Counsel. This OCC is made and entered into with reference to the following facts:

INDUCEMENTS

Whereas, Agency requires the assistance of outside legal counsel in carrying out its responsibilities; and

Whereas, Outside Counsel desires to provide legal services to Agency, subject to the authority of the Texas Attorney General.

AGREEMENT

Now, therefore, in consideration of the inducements, covenants, agreements, and conditions herein contained, the Parties agree as follows:

Section 1. Purpose.

1.1 Purpose. The purpose of this OCC is for Outside Counsel to provide legal services to Agency, as described in Addendum A.

1.2.1 Litigation. OUTSIDE COUNSEL SHALL NOT REPRESENT AGENCY IN ANY LITIGATION UNLESS ADDENDUM A SPECIFICALLY AUTHORIZES LITIGATION IN A PARTICULAR MATTER.

1.2.2 Appellate Matters. Irrespective of any authorization to engage in litigation in this OCC, or in a writing outside of this OCC, OUTSIDE COUNSEL IS NOT AUTHORIZED TO PROCEED ON ANY APPEAL, IN ANY CAPACITY, WHETHER INTERLOCUTORY OR OTHERWISE, WHETHER AS APPELLANT, APPELLEE, RESPONDENT, APPLICANT, OR OTHERWISE, WITHOUT FIRST OBTAINING THE WRITTEN PERMISSION OF THE ATTORNEY GENERAL, FIRST ASSISTANT ATTORNEY GENERAL, OR SOLICITOR GENERAL.

1.2.3 OAG Review of Outside Counsel Invoice and Release of Payment. Outside Counsel invoices will be reviewed and approved by the OAG pursuant to Subsection 402.0212(b) of the Texas Government Code and Title 1, Chapter 57 of the Texas Administrative Code.

Section 2. OCC Term.

This OCC shall commence on 9/3/2020, and shall terminate on 8/31/2021 (hereinafter "OCC Term"), unless terminated earlier pursuant to Section 7 of this OCC. The OCC Term may not be extended except by amendment pursuant to Section 9.12 of this OCC.

Section 3. Obligations of Outside Counsel.

3.1 Duties. Outside Counsel shall provide professional legal services to Agency as described in Addendum A. Outside Counsel shall represent Agency with due professional care as required by applicable law and disciplinary rules.

3.2 Staff. Outside Counsel is expected to perform valuable services for Agency, and the method and amount or rate of compensation are specified in Section 5 and Addendum B of this OCC. Outside Counsel staff and employees are expected to perform work of a type commensurate with their professional titles. Outside Counsel agrees that any person employed or engaged by Outside Counsel and who assists in performing the services agreed to herein shall not be considered employees or agents of Agency or the State of Texas.

3.3 Public Information and Client Communications. Outside Counsel acknowledges that information created or exchanged in the course of representation of a governmental body may be subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code, and may be subject to required disclosure in a publicly accessible format pursuant to Section 2252.907 of the Texas Government Code. Outside Counsel will exercise professional judgment and care when creating documents or other media intended to be confidential or privileged attorney-client communications that may be subject to disclosure under the Public Information Act (e.g. invoices where incidental notation may tend to reveal litigation strategies or privileged information). Outside Counsel should mark confidential or privileged attorney-client communications as confidential. This subsection shall not be interpreted to limit Outside Counsel's duty to provide full disclosure to Agency as necessary in Outside Counsel's judgment to represent Agency with due professional care or as required by applicable law or disciplinary rules.

3.4 Status. Pursuant to the standard of professional care owed to the Agency, Outside Counsel shall endeavor to keep Agency fully informed about all material matters relating to legal services provided under this OCC.

3.5 Subcontracting Authority. In the event Outside Counsel determines it is necessary or expedient to subcontract for any of the performances herein, or in support of any of those performances, Outside Counsel may enter into such subcontract(s) after obtaining express written approval from Agency. If Outside Counsel purports to enter into a subcontract without express written approval from Agency, the Parties agree that such contract shall be voidable at the option of Agency and that Outside Counsel shall have no recourse against Agency or the State of Texas for any direct or indirect costs, damages, or any other expenses related to the subcontractor. For all subcontracts entered by Outside Counsel, the Parties agree that all such subcontracts are subject to Section 4 (Liability), Subsection 5.2 (Reimbursement of Expenses),

Subsection 5.3 (Subcontractor Payments), Subsection 6.2 (Subcontractor Invoices), and Subsection 6.5 (Supporting Documents; Right-to-Audit; Inspection of Records) of this OCC. Furthermore, if Outside Counsel elects to enter into a subcontract for any legal services, then the Parties agree that Agency shall not be liable to Outside Counsel for any rates or rate ranges greater than or inconsistent with the highest rate or rate range specified in Addendum B unless prior written approval is obtained from Agency. Any subcontracted legal counsel also must comply with Subsections 5.5 (Administrative Staff/Clerks) and 9.8 (Conflict of Interest) of this OCC.

Outside Counsel agrees to comply with all state and federal laws applicable to any subcontractors, including, but not limited to, laws regarding wages, taxes, insurance, historically underutilized businesses, and workers' compensation.

In no event shall this section or any other provision of this OCC be construed as relieving Outside Counsel of the responsibility for ensuring that all services rendered under this OCC, and any subcontracts thereto, are rendered in compliance with all of the terms of this OCC.

Section 4. Liability.

4.1 Limitation of Liability. The Parties stipulate and agree that the State of Texas and Agency's total liability to Outside Counsel, including consideration for the full, satisfactory, and timely performance of all its duties, responsibilities, and obligations, and for reimbursement of all expenses, if any, as set forth in this OCC or other liability arising out of any performance herein shall not exceed:

\$25,000.00 for this OCC Term.

Outside Counsel agrees that the State of Texas and its agencies (other than Agency) shall have no liability arising out of this OCC or the services of this OCC to Outside Counsel.

4.2 Subject to Appropriation. The Parties acknowledge and agree that nothing in this OCC will be interpreted to create a future obligation or liability in excess of the funds currently appropriated to Agency.

Section 5. Compensation/Expenses.

5.1 Fees to Outside Counsel. Consistent with Title 1, Chapter 57 of the Texas Administrative Code, Agency agrees to pay Outside Counsel in consideration of full and satisfactory performance of the legal services under this OCC. Services for non-attorney timekeeper classifications listed on Addendum B, if applicable, such as paralegal, legal assistant, or patent agent, must be of a substantive legal nature in order to be reimbursable. Outside Counsel agrees to the fee schedule as described in Addendum B.

5.2 Reimbursement of Expenses. Agency will reimburse Outside Counsel for actual expenses incurred in the performance of the legal services described in Addendum A, if such expenses are reasonable and either necessary or advisable. Outside Counsel must provide copies

of original receipts as evidence of actual expenditures. Limitations on the amount and type of reimbursement include the following, unless otherwise agreed upon by Agency in writing, in advance, and in accordance with Agency policy and relevant law:

5.2.1 Mileage. Agency will reimburse Outside Counsel for reasonable and necessary travel mileage at the per mile rate posted on the Texas Mileage Guide adopted under Section 660.043 of the Texas Government Code. The Texas Mileage Guide is currently available on the Comptroller of Public Accounts's website, at: <https://fmx.cpa.state.tx.us/fm/travel/travelrates.php>.

5.2.2 Meals. Agency will reimburse Outside Counsel for reasonable and necessary meal expenses in accordance with the Textravel guide published by the Texas Comptroller of Public Accounts. Agency will reimburse Outside Counsel at the allowable rate provided by the Textravel guide or actual expenses, whichever is less, for each timekeeper as listed in Addendum B for each day requiring overnight travel and on the return day of travel. Agency will not reimburse Outside Counsel for the purchase of alcohol. The Textravel guide is currently available on the Comptroller of Public Accounts's website at: <https://fmx.cpa.texas.gov/fmx/travel/texttravel/rates/current.php>.

5.2.3 Lodging. Agency will reimburse Outside Counsel for reasonable and necessary lodging expenses. Unless otherwise agreed upon by Agency in writing in advance, Texas lodging or overnight accommodations will be reimbursed at the lesser amount of the actual expense or \$200.00 per timekeeper, as listed in Addendum B, per night. Unless otherwise agreed upon by Agency in writing in advance, out-of-Texas lodging or overnight accommodations will be reimbursed at the lesser amount of the actual expense or \$250.00 per timekeeper, as listed in Addendum B, per night.

5.2.4 Airfare. Airfare will be reimbursed at the lesser amount of the actual expense or the regular published rates for airfares for commercial airlines. Agency will not reimburse Outside Counsel for expenses relating to first-class airfare, which includes first- or business-class airfare or any other expense related to premium or preferred airfare benefits.

5.2.5 Expert Services. Subject to Agency's prior approval, Agency will reimburse Outside Counsel for the reasonable and necessary cost of expert services.

5.2.6 Other Reimbursable Expenses. Agency will reimburse the actual cost for other expenses if Outside Counsel provides a reasonable and sufficient explanation of the nature and purpose of the charge and the charge is reasonable and either necessary or advisable.

5.2.7 Non-Reimbursable Expenses. Agency expects Outside Counsel to anticipate and include routine operating expenses and disbursements as part of overhead and, therefore, part of a basic hourly rate or flat rate. Therefore, Agency will not reimburse Outside Counsel for: routine copying and printing charges; fax charges; routine postage; office supplies; telephone charges unless related to teleconferencing services; local travel (within 20-mile radius of office including mileage, parking, and tolls) not relating to overnight travel; all delivery services

performed by internal staff; electricity or other utilities; software costs or subscription fees; and internet or wireless access charges.

5.2.8 Gratuity. Agency will not reimburse Outside Counsel for tips or gratuities.

5.2.9 Reimbursement for Agency Employee Expenses. Agency will not reimburse Outside Counsel for the cost of expenses incurred by Agency employees.

5.2.10 No Mark-up. Outside Counsel will only be reimbursed for actual expenses. Outside Counsel shall not be reimbursed for any mark-up or other overhead costs.

5.3 Subcontractor Payments. Subject to Agency's prior approval, Agency will reimburse Outside Counsel for the actual, reasonable and necessary expenses relating to Outside Counsel's use of subcontractors. Outside Counsel shall be responsible for any payments and other claims due to subcontractors for work performed under this OCC. Outside Counsel, in subcontracting for any performances or in support of any of the performances specified herein (e.g., expert services, local counsel, and other services), expressly understands and agrees that Agency shall not be directly liable in any manner to Outside Counsel's subcontractor(s).

5.4 Legal Research. Agency may reimburse Outside Counsel for its reasonable and necessary expenses relating to legal research, including online legal research.

While Agency should be paying Outside Counsel to apply the knowledge and expertise for which it was hired, and not paying Outside Counsel to obtain that knowledge through extensive legal research, Agency understands that situations arise that justify extensive research on how best to proceed in order to achieve a desired result. Therefore, the need for extensive legal research will be addressed on a case-by-case basis by Outside Counsel and Agency.

5.5 Administrative Staff/Clerks. Agency will only pay for substantive legal work performed by attorneys or other qualified personnel, regardless of the job title or classification applicable to such individual. For purposes of this agreement, "substantive legal work" has the same meaning as defined by the Texas Paralegal Standards adopted by the Board of Directors of the State Bar of Texas. Agency will not pay for law clerks or interns, however classified, under any circumstances. Agency will not pay for administrative staff, such as secretarial support, librarians, case clerks, and accounting and billing clerks, for activities including but not limited to the following: overtime, file opening, file organization, docketing, and other administrative tasks; and preparation of billing, invoice review, budget preparation, and communications regarding same or any other accounting matter.

5.6 Training. Agency will not pay for the education or training of attorneys, paralegals, or other staff of Outside Counsel, including assigning such staff on a transient basis to an Agency matter.

Section 6. Invoices for Payment.

6.1 General. Outside Counsel agrees to abide by the administrative rules adopted by the OAG governing the submission, review, and approval of invoices found at Title 1, Chapter 57 of the Texas Administrative Code. Outside Counsel understands and agree that no invoice shall seek reimbursement for services performed or expenses incurred in violation of the provisions of this OCC.

6.1.1 Billing Period. The billing period is the interval (ex. monthly) which determines the frequency Outside Counsel will submit invoices to the Agency. The billing period for this OCC is specified in Addendum B. Unless otherwise specified in Addendum B of the Contract, a billing period defined as “monthly” shall begin with the first day of the calendar month and end with the last day of the calendar month.

6.1.2 Billable Time. Agency will only pay for the services of individuals covered in Addendum B. All times must be billed in one-tenth hour or one-quarter hour increments, and must reflect only actual time spent. Tasks referencing correspondence and filings must describe the document received or authored. Agency expects to be billed for the actual time it takes to modify standardized forms, filings, and/or correspondence for use on the matter being billed. Agency will not reimburse Outside Counsel for the time it originally took to prepare any such standardized documents. Agency will not pay for review, execution, and processing of the OCC and submission of invoices.

6.1.3 Submission of Invoices. Outside Counsel must submit invoices to Agency for review within one calendar month from the end of the relevant billing period covered by the invoice. Outside Counsel must submit invoices to Agency at:

general.counsel@oag.texas.gov

OR

Attn.: General Counsel Division
Office of the Attorney General
Mail Code 074
Post Office Box 12548
Austin, Texas 78711-2548

6.2 Subcontractor Invoices. Subcontractor(s) shall directly invoice Outside Counsel, and Outside Counsel shall then invoice Agency for the work performed. The actual work performed by subcontractor shall be specifically identified in the invoice supported by attached documentation.

6.3 Prompt Payment. Payments to Outside Counsel by Agency under this OCC shall be in compliance with Chapters 2251 of the Texas Government Code and Title 34, Chapter 20, Subchapter F of the Texas Administrative Code.

6.4 Supporting Documents; Right-to-Audit; Inspection of Records.

6.4.1 Duty to Maintain Records. Outside Counsel shall maintain adequate records to support its charges, procedures, and performances to Agency for all work related to this OCC. Outside Counsel shall also maintain such records as are deemed necessary by Agency, the State Auditor's Office, or federal auditors if federal funds are used to pay Outside Counsel, to ensure proper accounting for all costs and performances related to this OCC.

6.4.2 Records Retention. Outside Counsel shall retain, for a period of at least seven (7) years after the later of (1) the expiration or termination of this OCC or (2) the resolution of all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving this OCC, such records as are necessary to fully disclose the extent of services provided under this OCC, including but not limited to any daily activity reports, time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

6.4.3 Inspection of Records and Right to Audit. Outside Counsel shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all information related to the State of Texas' property, services performed, and charges, such as work papers, reports, books, data, files, software, records, and other supporting documents pertaining to this OCC, for purposes of inspecting, monitoring, auditing, or evaluating by Agency, the State of Texas, or their authorized representatives. Outside Counsel shall cooperate with auditors and other authorized Agency and State of Texas representatives and shall provide them with prompt access to all of such property as requested by Agency or the State of Texas.

6.4.4 State Auditor. In addition to and without limitation on the other audit provisions of this OCC, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of Outside Counsel or any other entity or person receiving funds from the State of Texas directly under this OCC or indirectly through a subcontract under this OCC. The acceptance of funds by Outside Counsel or any other entity or person directly under this OCC or indirectly through a subcontract under this OCC acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, Outside Counsel or any other entity or person that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. Outside Counsel further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Outside Counsel shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through Outside Counsel and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Outside Counsel related to this OCC.

Section 7. Termination

7.1 Convenience of the State. Agency has the right to terminate this OCC, in whole or in part, without penalty, by notifying Outside Counsel in writing of such termination prior to the effective date of such termination. Such notification of termination shall state the effective date of termination. In the event of such termination, Outside Counsel shall, unless otherwise mutually agreed upon in writing, cease all services immediately, except such services that are necessary to wind-up, in a cost-effective manner, all services being provided. Subject to Section 4 of this OCC, Agency shall be liable for payments for all services performed under this OCC to the effective date of termination, plus any necessary services to cost effectively wind-up.

7.2 Cause/Default. In the event that Outside Counsel commits a material breach of this OCC, Agency may, upon written notice to Outside Counsel, immediately terminate all or any part of this OCC. Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law, or under this OCC.

7.3 Rights Upon Termination or Expiration. Upon expiration or termination of this OCC for any reason, Outside Counsel shall, subject to Outside Counsel's professional obligations, immediately transfer to Agency all information and associated work products prepared by Outside Counsel or otherwise prepared for Agency pursuant to this OCC, in whatever form such information and work products may exist, to the extent requested by Agency. At no additional cost to Agency and in any manner Agency deems appropriate in its sole discretion, Agency is granted the unrestricted right to use, copy, modify, prepare derivative works from, publish, and distribute any component of the information, work product, or other deliverable made the subject of this OCC.

7.4 Remedies. Notwithstanding any exercise by Agency of its rights of early termination, Outside Counsel shall not be relieved of any liability to Agency for damages due to Agency by virtue of any breach of this OCC by Outside Counsel or for amounts otherwise due Agency by Outside Counsel.

7.5 Termination by Outside Counsel. Consistent with applicable rules of professional conduct, Outside Counsel may terminate this OCC upon reasonable notice for material breach by Agency.

Section 8. Certifications of Outside Counsel

By agreeing to and signing this OCC, Outside Counsel hereby makes the following certifications and warranties:

8.1 Delinquent Child Support Obligations. Outside Counsel certifies that it is not ineligible to receive any grant, loan, or payment under this OCC pursuant to Section 231.006 of the Texas Family Code and acknowledges that this OCC may be terminated and payment may be withheld if this certification is inaccurate.

8.2 Buy Texas. With respect to any services purchased pursuant to this OCC, Outside Counsel represents and warrants that it will buy Texas products and materials for use in providing the services authorized herein when such products and materials are available at a comparable price and within a comparable period of time when compared to non-Texas products and materials. This subsection does not apply to Outside Counsel providing legal services located outside the State of Texas.

8.3 Gift to Public Servant. Outside Counsel warrants that it has not given, nor does it intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the award of this OCC.

8.4 Franchise Tax. By signing this OCC, Outside Counsel certifies that its Texas franchise tax payments are current, or that it is exempt from or not subject to such tax, consistent with Chapter 171 of the Texas Tax Code.

8.5 Outside Counsel License/Conduct. Outside Counsel certifies that each attorney performing services under this OCC is an attorney in good standing under the laws of the State of Texas or the jurisdiction where the representation occurs. Outside Counsel will notify Agency in writing within one business day of any lapse in an assigned attorney's licensed status or any final disciplinary action taken against an assigned attorney. For the Lead Counsel(s) named in Addendum B, Outside Counsel will provide documentation of good standing from the state bar or the licensing authority of the jurisdiction in which the attorney resides and is licensed. An attorney that is not licensed by the State Bar of Texas may not provide legal services and advice concerning Texas law.

8.6 Debt to State. Outside Counsel acknowledges and agrees that, to the extent Outside Counsel owes any debt (child support or other obligation) or delinquent taxes to the State of Texas, any payments Outside Counsel are owed under this OCC may be applied by the Comptroller of Public Accounts toward any such debt or delinquent taxes until such debt or delinquent taxes are paid in full.

8.7 Prohibited Bids and Contracts. Under Section 2155.004 of the Texas Government Code, Outside Counsel certifies that it is not ineligible to receive this OCC and acknowledges that this OCC may be terminated and payment withheld if this certification is inaccurate.

8.8 Compliance with State Law Contracting Provisions. Agency and Outside Counsel certify that this OCC is compliant, and will remain compliant, with any and all applicable laws governing contracts involving the State of Texas or its agencies, including, but not limited to, Sections 572.054 (Representation by Former Officer or Employee of Regulatory Agency Restricted; Criminal Offense), 572.069 (Certain Employment for Former State Officer or Employee Restricted), 669.003 (Contracting with Executive Head of State Agency), 2252.901 (Contracts with Former or Retired Agency Employees), 2252.908 (Disclosure of Interested Parties), and 2261.252 (Disclosure of Potential Conflicts of Interest; Certain Contracts Prohibited) of the Texas Government Code.

8.9 Does not Boycott Israel. Pursuant to Section 2270.002 of the Texas Government Code, Outside Counsel certifies, by executing this OCC, that Outside Counsel does not, and will not during the term of this OCC, boycott Israel. Outside Counsel further certifies that no subcontractor of Outside Counsel boycotts Israel or will boycott Israel during the term of this agreement. Outside Counsel agrees to take all necessary steps to ensure this certification remains true during the term of this OCC.

8.10 Prohibited Companies. Outside Counsel certifies, by executing this OCC, that neither Outside Counsel, nor any subcontractor of Outside Counsel, is a company under Texas Government Code section 2252.152 with which Agency may be prohibited from contracting. Outside Counsel agrees to take all necessary steps to ensure this certification remains true during the term of this OCC.

8.11 Limitation on Abortion Funding. Outside Counsel acknowledges and agrees that, under article IX, section 6.25 of the General Appropriations Act, 86th Leg., R.S. (2019), and except as provided by that Act, funds may not be distributed under this OCC to any individual or entity that: (1) performs an abortion procedure that is not reimbursable under the State of Texas' Medicaid program; (2) is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the State of Texas' Medicaid program; or (3) is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the State of Texas' Medicaid program.

Section 9. General Terms and Conditions

9.1 Independent Contractor. Outside Counsel agrees and acknowledges that during the OCC Term, Outside Counsel and Outside Counsel's subcontractors are independent contractors of Agency or the State of Texas and are not employees of Agency or the State of Texas.

9.1.1 Outside Counsel will be solely and entirely responsible for its acts and the acts of its agents, employees, subcontractors, and representatives in the performance of this OCC.

9.1.2 Outside Counsel agrees and acknowledges that during the OCC Term, Outside Counsel shall be entirely responsible for the liability and payment for Outside Counsel or Outside Counsel's employees or assistants, of all taxes of whatever kind, arising out of the performances in this OCC. Other than the payments described in this OCC, Outside Counsel agrees and acknowledges that Outside Counsel or Outside Counsel's employees or assistants shall not be entitled to any State benefit on account of the services provided hereunder. AGENCY SHALL NOT BE LIABLE TO OUTSIDE COUNSEL, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION, OR ANY BENEFIT DUE TO A STATE EMPLOYEE. If Agency or the State of Texas shall nonetheless become liable for such payments or obligations, Outside Counsel shall promptly pay or reimburse Agency or the State of Texas for such liability or obligation.

9.2 Assignment of OCC. Outside Counsel may not assign this OCC, or assign any right or delegate any duty under this OCC, without prior written approval from Agency.

9.3 Survival. The obligations of Outside Counsel under the following sections and subsections shall survive the termination or expiration of this OCC: 3.3, 4, 5, 6.4, 7.1, 7.3, 7.4, 8.8, 9.7, 9.8, 9.11, and 9.13.

9.4 Copyright/Intellectual Property. Outside Counsel shall take reasonable measures to protect Agency from material risks of Agency liability known to Outside Counsel for any copyright or patent infringement or disclosure of trade secrets resulting from the use of any equipment, materials, information, or ideas furnished by Outside Counsel pursuant to this OCC (other than equipment, materials, information, or ideas supplied or required by Agency or its employees or other agents). Outside Counsel and Agency agree to furnish timely written notice to each other of any claim of copyright, patent, trade secret, or other intellectual property infringement arising out of services under this OCC.

9.5 Media Releases or Pronouncements. Outside Counsel understands that Agency does not endorse any vendor, commodity, or service. Outside Counsel, its employees, representatives, agents, or subcontractors may not participate in any media event or issue any media release, advertisement, publication, editorial, article, or public pronouncement that pertains to this OCC or the services or project to which this OCC relates or that mentions Agency without the prior written approval of Agency.

9.6 Written Notice Delivery. Any notice required or permitted to be given under this OCC by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this subsection, or on the date shown on the certificate of receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

9.6.1 Outside Counsel's Address. The address for Outside Counsel for all purposes under this OCC and for all notices hereunder shall be:

Brandon Cammack
Cammack Law Firm PLLC
4265 San Felipe St #1100
Houston, Texas 77027
Phone: 713-300-9291
Email: brandon@cammacklawfirm.com

9.6.2 OAG's Address. The addresses for the OAG for all purposes under this OCC, except as provided by Subsection 6.1.3, and for all notices hereunder shall be:

Office of the Attorney General
General Counsel Division, Mail Code 074
Post Office Box 12548
Austin, Texas 78711-2548

9.7 Dispute Resolution.

9.7.1 The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by Agency and by Outside Counsel to attempt to resolve any claim for breach of this OCC made by Outside Counsel.

9.7.2 Outside Counsel's claims for breach of this OCC that the Parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Government Code. To initiate the process, Outside Counsel shall submit written notice, as required by Subchapter B, to the Agency's contact with a copy to the Texas First Assistant Attorney General or his/her designee. Said notice shall specifically state that the provisions of Chapter 2260, Subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of Outside Counsel and Agency otherwise entitled to notice under this OCC. Compliance by Outside Counsel with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Government Code.

9.7.3 The contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is Outside Counsel's sole and exclusive process for seeking a remedy for any and all alleged breaches of this OCC by Agency or the State of Texas if the Parties are unable to resolve their disputes under Section 9.7.2 of this OCC.

9.7.4 Compliance with the contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Texas Civil Practices and Remedies Code. Neither the execution of this OCC by Agency nor any other conduct of any representative of Agency relating to this OCC shall be considered a waiver of sovereign immunity.

9.7.5 The submission, processing, and resolution of Outside Counsel's claim is governed by Title 1, Chapter 68 of the Texas Administrative Code adopted by the OAG pursuant to Chapter 2260, as currently effective, hereafter enacted, or subsequently amended, shall govern.

9.8 Conflict of Interest.

9.8.1 Neither local funds nor funds appropriated by the General Appropriations Act may be expended to pay the legal fees or expenses of Outside Counsel in representing Agency in any matter if Outside Counsel is representing a plaintiff in a proceeding seeking monetary damages from the State of Texas or any of its agencies. For these purposes, "proceedings seeking monetary damages" do not include actions for tax refunds, compensation for exercise of eminent domain authority, or reimbursement of costs of litigation and attorney's fees.

9.8.2 Neither local funds nor funds appropriated by the General Appropriations Act may be used to pay the legal fees or expenses of Outside Counsel under this OCC if Outside Counsel

currently represents, has represented in the six months preceding this OCC, or will represent in the six months following the termination of this OCC, a client before Agency.

9.8.3 Outside Counsel shall regularly conduct conflicts analyses on its interests and those of its clients and any subcontractor and immediately disclose, in writing, to Agency any actual or potential conflict with respect to Agency or the State of Texas.

9.8.4 Outside Counsel has a continual and ongoing obligation to immediately notify Agency, in writing, upon discovery of any actual or potential conflict to Agency or the State of Texas.

9.9 Taxes. This OCC shall not be construed so as to supersede the laws of the United States or the State of Texas that accord the State of Texas, Agency, and all departments, agencies, and instrumentalities of the State of Texas exemptions from the payment(s) of all taxes of whatever kind. To the extent allowed by law, Agency will provide, upon the request of Outside Counsel during this OCC Term, all applicable tax exemption documentation.

9.10 Signatories. Having agreed to the terms herein, the undersigned signatories hereby represent and warrant that they have authority to enter into this OCC and are acting in their official capacities.

9.11 Applicable Law and Venue. This OCC is made and entered into in the State of Texas, and this OCC and all disputes arising out of or relating to this OCC shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Outside Counsel agrees that Agency and the State of Texas do not waive any immunity (including, without limitation, state or federal sovereign immunity). Outside Counsel further agrees that any properly allowed litigation arising out of or in any way relating to this OCC shall be commenced exclusively in a court of competent jurisdiction in Travis County, Texas. Outside Counsel thus hereby irrevocably and unconditionally consents to the exclusive jurisdiction of a court of competent jurisdiction in Travis County, Texas for the purpose of prosecuting or defending such litigation. Outside Counsel hereby waives and agrees not to assert: (a) that Outside Counsel is not personally subject to the jurisdiction of a court of competent jurisdiction in Travis County, Texas, (b) that the suit, action or proceeding is brought in an inconvenient forum, (c) that the venue of the suit, action or proceeding is improper, or (d) any other challenge to jurisdiction or venue.

9.12 Amendments. This OCC, including addenda hereto, may be amended only upon written agreement signed by the Parties.

9.13 Severability/Interpretation. The fact that a particular provision in this OCC is held under any applicable law to be void or unenforceable in no way affects the validity of other provisions, and this OCC will continue to be binding on both Parties. Any provision that is held to be void or unenforceable will be interpreted by the Parties or the courts to be replaced with language that is as close as possible to the intent of the original provision so as to effectuate the

purpose of this OCC. Any ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of this OCC.

9.14 Insurance Required. Outside Counsel will undertake reasonable efforts to obtain and maintain during this OCC Term malpractice insurance in an amount not less than \$10,000.00 or the amount specified in Section 4.1 of this OCC, whichever is more.

Further, Outside Counsel agrees to give notice to Agency in the event any amount of malpractice insurance is canceled. Outside Counsel also agrees to furnish to Agency certified copies of such insurance policies when requested. Outside Counsel agrees that no claim by Agency and the State of Texas for damages resulting from breach of Outside Counsel's duties to Agency under this OCC shall be limited to the amount of malpractice insurance maintained by Outside Counsel.

9.15 Additional Terms. Any additional terms agreed to by Outside Counsel and Agency shall be listed in an optional Addendum C. These terms shall not be inconsistent with or contrary to the Contract terms listed above, and nothing in Addendum C shall remove or modify terms contained in Sections 1-9. In the event of any conflict, ambiguity or inconsistency between the terms of Addendum C and Sections 1-9 of this Outside Counsel Contract, Sections 1-9 shall take precedence and control.

9.16 Counterparts. This OCC may be executed in multiple counterparts.

IN WITNESS THEREOF, THE PARTIES HAVE SIGNED AND EXECUTED THIS OCC.

Cammack Law Firm PLLC

Office of the Attorney General of Texas



By: Brandon Cammack
4265 San Felipe St #1100
Houston, Texas 77027
Phone: 713-300-9291
Email: brandon@cammacklawfirm.com



Attorney General or designee

OUTSIDE COUNSEL CONTRACT

OAG Contract No. _____

Addendum A

Services

The Travis County District Attorney's Office referred a criminal complaint to the OAG. The District Attorney's Office requested that the OAG conduct a review of the allegations, which include complaints of potential criminal violations made by certain state and federal employees.

State law allows the OAG to provide assistance to a prosecutor's office, such as the Travis County District Attorney's Office, in the prosecution of criminal cases. *See Tex. Gov't Code §§ 402.028(a); 41.102(b).*

Outside Counsel will conduct an investigation, under the authority of the OAG, of the criminal allegations contained in the complaint referred to the OAG by the District Attorney's Office and shall prepare a report documenting any potential criminal charges that may be discovered in the course of the investigation. Notwithstanding anything to the contrary contained in this OCC, Outside Counsel shall conduct its investigation only as consistent with the complaint referred to the OAG and only as directed by the OAG. Except for Outside Counsel's duty to provide a post-investigation report, this OCC expressly excludes legal services relating to any other post-investigation activities, including, but not limited to, indictment and prosecution.

OUTSIDE COUNSEL CONTRACT
OAG Contract No. _____

Addendum B
Rates

Attorneys working on Agency matters, including necessary and appropriate personal appearances before the Court, as requested and authorized by Agency Counsel shall be paid according to the following terms:

Name(s) of Lead Counsel: Brandon Cammack

Timekeeper classification	Hourly Rate (in United States Dollars)
Brandon Cammack	\$300.00

Billing Period. The billing period for this OCC shall be: **Monthly**

Travel Rate. An attorney's travel rate may not exceed one-half of that attorney's hourly rate listed above. If no hourly rate is identified above or no travel rate(s) listed below, Outside Counsel may not charge Agency for time spent traveling on Agency matters.

EXHIBIT 12

From: [Brandon R. Cammack](#)
To: [Webster, Brent](#)
Subject: Fwd: [CAUTION EXTERNAL] General
Date: Monday, October 5, 2020 3:28:32 PM
Attachments: [OAG referral ltr nate paul 2.doc](#)
[Request to Investigate Form Executed 09.23.2020.pdf](#)

2nd referral

Brandon R. Cammack

Cammack Law Firm, PLLC
[4265 San Felipe Street, Suite 1100 Houston, TX 77027](#)
Office: [713-300-9291](#)
Fax: [817-523-8683](#)

Downtown Rotary Club of Houston
Vice President

Houston Bar Association
Chair Elect

Sent from my iPhone

Begin forwarded message:

From: Don Clemmer <Don.Clemmer@traviscountytexas.gov>
Date: September 24, 2020 at 2:01:18 PM CDT
To: "Brandon R. Cammack" <brandon@cammacklawfirm.com>
Subject: RE: [CAUTION EXTERNAL] General

The request to investigate and referral letter from my office are attached.

From: Brandon R. Cammack <brandon@cammacklawfirm.com>
Sent: Thursday, September 24, 2020 1:54 PM
To: Don Clemmer <Don.Clemmer@traviscountytexas.gov>
Subject: Re: [CAUTION EXTERNAL] General

Thank you for getting back to me so soon.

Brandon R. Cammack

Office of the Attorney General of Texas
Special Prosecutor

Cammack Law Firm, PLLC

4265 San Felipe Street, Suite 1100 Houston, TX 77027
Office: 713-300-9291
Fax: 817-523-8683

Downtown Rotary Club of Houston
Vice President

Houston Bar Association
Chair Elect

On Sep 24, 2020, at 1:52 PM, Don Clemmer
<Don.Clemmer@traviscountytexas.gov> wrote:

We are teleworking and my office is currently closed. I will email you the complaint and our request that it be reviewed by the OAG.

On Sep 24, 2020, at 1:47 PM, Brandon R. Cammack
<brandon@cammacklawfirm.com> wrote:

CAUTION: This email is from OUTSIDE Travis County. Links or attachments may be dangerous. Click the Phish Alert button above if you think this email is malicious.

Good afternoon Don,

I've been instructed that I can come pick up the referral from your office on a request to investigate a matter complained of by Mr. Nate Paul. I'm in Austin, when can I come by and pick up the referral?

Respectfully,

Brandon R. Cammack

Office of the Attorney General of Texas
Special Prosecutor

Cammack Law Firm, PLLC
4265 San Felipe Street, Suite 1100 Houston, TX 77027
Office: 713-300-9291
Fax: 817-523-8683

Downtown Rotary Club of Houston
Vice President

Houston Bar Association
Chair Elect

EXHIBIT 13



**OFFICE OF THE
DISTRICT ATTORNEY**

P.O. Box 1748, Austin, TX 78767

Telephone 512/854-9400
Telefax 512/854-9695

MARGARET MOORE
DISTRICT ATTORNEY

MINDY MONTFORD
FIRST ASSISTANT

September 23, 2020

Mr. Brandon R. Cammack
Office of the Attorney General of Texas
4265 San Felipe Street, Suite 1100
Houston, Texas 77027

Dear Mr. Cammack:

I am forwarding to you the attached complaint which was recently received by my office from Mr. Nate Paul regarding allegations of misconduct taking place as part of a federal bankruptcy proceeding. The complainant alleges that the misconduct involves various attorneys and a federal magistrate, along with other individuals named in the complaint. My office would typically forward a complaint of this nature to the Public Integrity Unit of the Texas Rangers for review. However, because Mr. Paul has previously filed a complaint, which was also referred to your office, alleging misconduct in an unrelated matter by agents of the Department of Public Safety, of which the Rangers are a part, it would appear inappropriate to direct this matter to them. I am therefore requesting that your agency conduct the review.

Thank you for your attention to this matter.

Sincerely,

/s/ Don Clemmer

Don Clemmer
Director, Special Prosecutions Division
Travis County District Attorney's Office

EXHIBIT 14

From: Webster, Brent
To: Don.Clemmer@traviscountytexas.gov; Amy.Meredith@traviscountytexas.gov
Subject: Nate Paul Complaint
Date: Thursday, October 8, 2020 7:51:45 PM
Attachments: [Fully_Executed_OAG_OCC.pdf](#)
[image2020-10-07-122407.pdf](#)
[quash GJ subpoena.cammack \(002\).pdf](#)

Good Evening Don and Amy,

General Paxton recently appointed me to be his First Assistant Attorney General. One of my tasks is to collect our agency documents and other evidence to determine what has transpired internally with our agency, regarding the referral you sent to our office on June 10, 2020, which is attached. Is this the only referral? I understand there were two, but I have been unable to locate the second one. I also wish to update you on what I have discovered.

This collection of documents and emails is on-going. If you have any documents or email communications you are willing to release to me that would assist me in understanding what has transpired, I would appreciate it.

The Attorney General did contract with Brandon Cammock

I have confirmed that General Paxton did sign a contract with Brandon Cammock to fulfill the investigative role that your office requested in the referral(s). (See page 15 regarding job description) I am providing those documents to you with this email. General Paxton informs me that this outside contract was signed in early September, and before Brandon Cammock contacted your office for Grand Jury subpoena assistance. I do not know why there is no contract number. It is on my list to learn how those number are assigned and why no number was assigned. Regardless of the number issue, the General confirmed that he did sign it.

Termination by First Assistant Jeff Mateer

Then acting First Assistant Jeff Mateer mailed a letter to Brandon Cammock terminating the contract on October 1, 2020. Jeff Mateer resigned on October 2, 2020. The contract termination was not authorized by General Paxton.

Notice of Statements made by Mark Penley that should have been disclosed to the Judge

Deputy Assistant Attorney General Mark Penley prepared a motion to quash to submit to the court that omitted the fact that the Texas Attorney General had hired Brandon Cammock to address this investigation. Additionally, Brandon Cammock had also forwarded a copy of the signed contract to deputies in the Attorney General's office one day *before* the motion was filed. Having been a Texas prosecutor for 10 years, I believe this fact is so substantial, that the omission causes this motion to be substantially misleading, or at a minimum, was a fact any reasonable judge or ADA would want to know. Unfortunately, I am still investigating email communications and looking for internal documents relating to this specific issue, so I cannot provide you any further documents or explanations on this matter at this time. Mark Penley is currently on administrative leave.

Next Steps

Given the nature of what has transpired, I believe it is important that our office be completely transparent and up front with what has occurred so that we can continue to have a good working relationship with the Travis County District Attorney's Office.

Can we discuss this tomorrow at your convenience? If neither of you are available, is there an ADA in the office that I could talk with regarding this investigation? Moving forward, I will be the point of contact on this situation.

Thank you,

Brent Webster

EXHIBIT 15

Webster, Brent

From: Brandon R. Cammack <brandon@cammacklawfirm.com>
Sent: Monday, October 5, 2020 3:29 PM
To: Webster, Brent
Subject: Fwd: [CAUTION EXTERNAL] Re: TCDA Public Integrity Unit - GJ Subpoenas Request

Application for grand jury subpoenas to Travis County DA Office. I did not appear before a grand jury.

Brandon R. Cammack

Cammack Law Firm, PLLC
4265 San Felipe Street, Suite 1100 Houston, TX 77027
Office: 713-300-9291
Fax: 817-523-8683

Downtown Rotary Club of Houston
Vice President

Houston Bar Association
Chair Elect

Sent from my iPhone

Begin forwarded message:

From: Bailey Molnar <Bailey.Molnar@traviscountytexas.gov>
Date: September 25, 2020 at 8:35:57 AM CDT
To: "Brandon R. Cammack" <brandon@cammacklawfirm.com>
Subject: RE: [CAUTION EXTERNAL] Re: TCDA Public Integrity Unit - GJ Subpoenas Request

Please find the last 13 attached!

Thank you so much!

From: Bailey Molnar
Sent: Friday, September 25, 2020 8:35 AM
To: 'Brandon R. Cammack' <brandon@cammacklawfirm.com>
Subject: RE: [CAUTION EXTERNAL] Re: TCDA Public Integrity Unit - GJ Subpoenas Request

Please find an additional 13 attached.

From: Bailey Molnar
Sent: Friday, September 25, 2020 8:34 AM
To: 'Brandon R. Cammack' <brandon@cammacklawfirm.com>
Subject: RE: [CAUTION EXTERNAL] Re: TCDA Public Integrity Unit - GJ Subpoenas Request

Good Morning Mr. Cammack,

The subpoenas were signed overnight so I am going to send them over to you in batches once again. The first 9 are attached! If you have any questions please let me know.

Thank you so much and I hope you have a wonderful weekend,
Bailey Molnar

From: Bailey Molnar
Sent: Thursday, September 24, 2020 3:35 PM
To: 'Brandon R. Cammack' <brandon@cammacklawfirm.com>
Subject: RE: [CAUTION EXTERNAL] Re: TCDA Public Integrity Unit - GJ Subpoenas Request

Fantastic! Thank you so much. As soon as the Judge signs them I will get them over to you! Looks like he hasn't viewed them yet.

Thanks again,
Bailey Molnar

From: Brandon R. Cammack <brandon@cammacklawfirm.com>
Sent: Thursday, September 24, 2020 3:00 PM
To: Bailey Molnar <Bailey.Molnar@traviscountytx.gov>
Subject: Re: [CAUTION EXTERNAL] Re: TCDA Public Integrity Unit - GJ Subpoenas Request

Signed the remaining two docusign documents

Brandon R. Cammack

Cammack Law Firm, PLLC

4265 San Felipe Street, Suite 1100 Houston, TX 77027

Office: 713-300-9291

Fax: 817-523-8683

Downtown Rotary Club of Houston

Vice President

Houston Bar Association

Chair Elect

On Sep 24, 2020, at 2:14 PM, Brandon R. Cammack <brandon@cammacklawfirm.com> wrote:

I got the first docusign email.

Brandon R. Cammack

Cammack Law Firm, PLLC

4265 San Felipe Street, Suite 1100 Houston, TX 77027

Office: 713-300-9291

Fax: 817-523-8683

Downtown Rotary Club of Houston

Vice President

Houston Bar Association

Chair Elect

On Sep 24, 2020, at 12:45 PM, Bailey Molnar <Bailey.Molnar@traviscountytx.gov> wrote:

Please find 13, for Sprint and Verizon Wireless attached for review!

Thank you so much again,
Bailey Molnar

From: Bailey Molnar

Sent: Thursday, September 24, 2020 12:45 PM

To: 'Brandon R. Cammack' <brandon@cammacklawfirm.com>
Subject: RE: [CAUTION EXTERNAL] Re: TCDA Public Integrity Unit - GJ Subpoenas Request

Please find the 10 for AT&T Wireless attached for review.

From: Bailey Molnar
Sent: Thursday, September 24, 2020 12:44 PM
To: 'Brandon R. Cammack' <brandon@cammacklawfirm.com>
Subject: RE: [CAUTION EXTERNAL] Re: TCDA Public Integrity Unit - GJ Subpoenas Request

Thank you for the information! I have created the 35 subpoenas. Our office now asks that you review them before they are sent before the Judge. Due to the volume, I will be sending them in three batches to ensure they all go through to you!

If there are any corrections that need to be made, please let me know! They are named by subpoenaed party and the number after the name corresponds to your forms.

Thank you so much! The first 12 for Earthlink, Google, Hotmail and Yahoo are attached.

From: Brandon R. Cammack <brandon@cammacklawfirm.com>
Sent: Thursday, September 24, 2020 9:52 AM
To: Bailey Molnar <Bailey.Molnar@traviscountytexas.gov>
Subject: Re: [CAUTION EXTERNAL] Re: TCDA Public Integrity Unit - GJ Subpoenas Request

Also, in case you need to know, we will be serving the subpoenas through a private process server

Brandon R. Cammack

Cammack Law Firm, PLLC
4265 San Felipe Street, Suite 1100 Houston, TX 77027
Office: 713-300-9291
Fax: 817-523-8683

Downtown Rotary Club of Houston
Vice President

Houston Bar Association
Chair Elect

On Sep 24, 2020, at 9:44 AM, Bailey Molnar <Bailey.Molnar@traviscountytx.gov> wrote:

Received! Thank you. Confirming that for each box filled out with different requested materials in the form is an independent subpoena? So for example we will issue five different subpoena for Verizon?

Thank you!

From: Brandon R. Cammack <brandon@cammacklawfirm.com>

Sent: Thursday, September 24, 2020 9:35 AM

To: Bailey Molnar <Bailey.Molnar@traviscountytx.gov>

Subject: Re: [CAUTION EXTERNAL] Re: TCDA Public Integrity Unit - GJ Subpoenas Request

CAUTION: This email is from OUTSIDE Travis County. Links or attachments may be dangerous. Click the Phish Alert button above if you think this email is malicious.

Here are the subpoena requests. I do need business record affidavits for each of these subpoenas and they are not provided. I do need a secrecy provision and grand jury warning. Email response is preferable.

Please let me know if you need anything else, you have a been a huge help.

Brandon R. Cammack

Cammack Law Firm, PLLC

4265 San Felipe Street, Suite 1100 Houston, TX 77027

Office: 713-300-9291

Fax: 817-523-8683

Downtown Rotary Club of Houston

Vice President

Houston Bar Association
Chair Elect

On Sep 24, 2020, at 8:17 AM, Bailey Molnar
<Bailey.Molnar@traviscountytx.gov> wrote:

Good Morning Mr. Cammack,

Attached you will find our subpoena request form. If you already have a form created with the information in the form attached, go ahead and just send yours! You do not need to use our form, this is just a helpful go-by. As long as I have your contact information, the subpoenaed parties information, and the description of requested material, I can make it work. Once I receive the requests, I will create the subpoenas, send them back to you for a final review, and then send them to the ADA and Judge for signature!

All of this can be done through email!

Thank you so much,
Bailey Molnar

From: Brandon R. Cammack <brandon@cammacklawfirm.com>
Sent: Wednesday, September 23, 2020 6:00 PM
To: Bailey Molnar <Bailey.Molnar@traviscountytx.gov>
Subject: [CAUTION EXTERNAL] Re: TCDA Public Integrity Unit - GJ Subpoenas Request

CAUTION: This email is from OUTSIDE Travis County. Links or attachments may be dangerous. Click the Phish Alert button above if you think this email is malicious.

Thank you Bailey, could you send me your grand jury subpoena form or would you like me to use the one I created? I can email you them tonight and maybe

we can get them issued tomorrow. Also, I'll be in Austin tomorrow on business if I need to come by your office or emailing them to me would be preferable.

Respectfully,

Brandon R. Cammack

Cammack Law Firm, PLLC

[4265 San Felipe Street, Suite 1100 Houston, TX 77027](#)

Office: [713-300-9291](tel:713-300-9291)

Fax: [817-523-8683](tel:817-523-8683)

Downtown Rotary Club of Houston

Vice President

Houston Bar Association

Chair Elect

Sent from my iPhone

On Sep 23, 2020, at 5:02 PM, Bailey Molnar
<Bailey.Molnar@traviscountytexas.gov> wrote:

Good Afternoon Mr. Cammack,

I am the legal secretary for the Public Integrity Section at the Travis County District Attorney's Office and Amy Meredith, our section chief has asked me to contact you. Please let me know how we can help you with Grand Jury subpoenas. I create all the requests for our section so I am happy to assist in whatever way you need!

Thank you so much. I hope you have a wonderful night and look forward to working with you soon,
Bailey Molnar

This electronic mail message, including any attachments, may be confidential or privileged under applicable law. This email is intended solely for the use of the individual or entity to which it is addressed. If you are not the intended recipient of this email, you are notified that any use, dissemination, distribution, copying, disclosure or any other action taken in relation to the content of this email including any attachments is strictly prohibited. If you have received this email in error, please notify the sender immediately and permanently delete the original and any copy of this email, including secure destruction of any printouts.

<Subpoena Request Form.doc>

<4946 (Sprint-1).docx><4947 (Sprint-2).docx><4948 (Sprint-3).docx><4949 (Sprint-4).docx><4950 (Sprint-5).docx><4951 (Sprint-6).docx><4952 (Sprint-7).docx><4953 (T-Mobile -1).docx><4954 (Verizon Wireless-1).docx><4955 (Verizon Wireless-2).docx><4956 (Verizon Wireless-3).docx><4957 (Verizon Wireless-4).docx><4958 (Verizon Wireless-5).docx>

<4946 (Sprint-1).docx.pdf>
<4947 (Sprint-2).docx.pdf>
<4948 (Sprint-3).docx.pdf>
<4949 (Sprint-4).docx.pdf>
<4950 (Sprint-5).docx.pdf>
<4951 (Sprint-6).docx.pdf>
<4952 (Sprint-7).docx.pdf>
<4953 (T-Mobile -1).docx.pdf>
<4954 (Verizon Wireless-1).docx.pdf>

EXHIBIT 16

From: [Tanner, Lisa](#)
To: [Penley, Mark](#); [Vassar, Ryan](#); [McCarty, Darren](#); [Hacker, David](#); [Maxwell, David](#)
Subject: FW: Texas AG Special Prosecutor Cammack
Date: Wednesday, September 30, 2020 9:49:44 AM
Attachments: [20200930_Q90734.pdf](#)

Hey guys,

I received a call yesterday from this attorney, Steve Lemmon. He found me on the internet. Anyway, he represents Amplify Credit Union here in Austin. His client was served the attached grand jury subpoena duces tecum and he called me to see whether or not it was legitimate because it seemed sketchy. And I agree.

The subpoena was issued by attorney Brandon Cammack, who purports to be a "special prosecutor" for our office (he includes a signature line for Ken Paxton.). I checked our directory and he's not an AAG. He turns out to be a 5 year attorney in private practice in Houston.

I have no idea what this is about, but since it is purported to be on our behalf, I wanted to check with you guys to see if there's something I'm not aware of (which could certainly be the case). I was thinking that giving Mr. Cammack a call to see what gives but wanted to check with y'all first. (Incidentally, the purported grand jury subpoena doesn't give any indication about what the grand jury is investigating, a caption, or anything of that sort).

I thought about just letting Mr. Lemmon call him, but since it purports to be related to our office, I thought it was worth following up myself.

Incidentally, Mr. Lemmon said that Cammack served the GJ subpoena on the credit union himself, which is also rather odd....

Anyone have any idea? Thanks

LT

From: Stephen Lemmon <Lemmon@slollp.com>
Sent: Wednesday, September 30, 2020 9:09 AM
To: Tanner, Lisa <Lisa.Tanner@oag.texas.gov>
Subject: Texas AG Special Prosecutor Cammack

Subpoena attached

Stephen Lemmon

STREUSAND | LANDON | OZBURN | LEMMON LLP
Spyglass Point | 1801 South MoPac Expressway | Suite 320 | Austin, Texas 78746
(d) (512) 220-2688 | (o) (512) 236-9900 | (f) (512) 236-9904
lemmon@slollp.com | www.slollp.com

This electronic message contains information from the law firm of Streusand, Landon, Ozburn & Lemmon, LLP. The contents may be privileged and confidential and are intended for the use of the intended addressee(s) only. If you are not an intended addressee, note that any disclosure, copying, distribution, or use of the contents of this message is prohibited. If you received this e-mail in error, please delete it and all copies and contact me at lemmon@slollp.com and/or (512) 220-2688. Thank you.

IRS Circular 230 Disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. Federal

tax advice contained in this communication, (including any attachments) is not intended to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing, or recommending to another party any transaction or matter addressed herein.

EXHIBIT 17

TEXAS DISTRICT & COUNTY ATTORNEYS ASSOCIATION



**CASE
PREPARATION
FOR
INVESTIGATORS**

2019 edition

**MELISSA HIGHTOWER
&
DIANE BECKHAM**

Witnesses

Contributed by Melissa Hightower, Retired Chief Criminal Investigator, Williamson County Attorney's Office

Subpoenas are an important tool that will assist in gathering evidence or in securing the attendance of a witness or victim in court. There are several types of subpoenas depending on the status of the case. [See also "Securing Out-of-State Witnesses" later in this chapter.]

GRAND JURY SUBPOENAS

Grand jury subpoenas are commonly used to assist law enforcement with gathering medical records, business records and telephone records during the investigative stage of a case. Grand jury subpoenas may also be used to bring a witness or victim before the members of the grand jury to testify as part of the State's presentation for an indictment.

Article 20.10 of the Texas Code of Criminal Procedure authorizes the attorney representing the State or the foreman of the grand jury to issue a summons for any witness in the county where they are sitting. The summons, or subpoena, will usually specify the date and time to appear without stating the matter under investigation.

If the witness or location of the records requested is within the county where the grand jury sits, the grand jury subpoena can be generated by the district/county attorney's office and signed by an Assistant DA/CA. [See sample 1.] Any peace officer can serve this subpoena. It is important to understand the difference between in-county and out-of-county grand jury subpoenas. Additionally, make sure a grand jury is actually in session before seeking a grand jury subpoena. For more information, see *State v. Huse*, 491 S.W.3d 833 (Tex. Crim. App. 2016); *State v. Jewell*, No. 10-11-166-CR, 2013 Tex. App. LEXIS 930 (Tex. App. — Waco Jan. 31, 2013, no pet.) (not for publication).

If the witness or location of the records requested is located in a county different than that of the grand jury, an out-of-county grand jury subpoena must be used. Article 20.11 of the Code of Criminal Procedure requires that the attorney representing the State or the grand jury foreman make written application to the district court giving the name and address of the witness and that his testimony is "believed to be material." To acquire an out-of-county grand jury subpoena, the district or county attorney's office must complete an application for out-of-county witness and take this application before a district court judge (usually the judge whose grand jury is in session). If approved, the judge will order the district clerk to issue a subpoena. [See sample 2.] The subpoena shall be served and returned as prescribed by Article 24, Texas Code of Criminal Procedure.

Both the county attorney and district attorney may make use of grand jury subpoenas. Failure to obey a grand jury subpoena, either by refusing to testify or by not appearing, is punishable by a fine not exceeding \$500 and by committing the party to jail until he is willing to testify (Article 20.15 CCP). [For more on grand juries, see the section on "Grand Jury" earlier in this chapter.]

COURT SUBPOENAS

A "court" subpoena is a subpoena described by Article 24 in the Texas Code of Criminal Procedure. This type of subpoena is usually used to subpoena witnesses and/or records after a case has been filed and has received a cause number from the county/district clerk. This type of subpoena will be styled with that cause number, and either party, the State, defendant or defendant's attorney, "...shall make an application in writing or by electronic means" to the clerk for each witness desired (Art. 24.03). [See sample 3.]

Disobedience of a "court" subpoena is punishable by a fine not to exceed \$500 in a felony case and not to exceed \$100 in a misdemeanor case (Article 24.05 CCP).

Key consideration on subpoenas (either court or GJ): If the subpoena is for records, make sure to specify to the person served *how* he can comply with the subpoena. Most of the time, you don't want the person subpoenaed to actually come to court. Instead, the records can be mailed or provided electronically, saving both you and the custodian valuable time. But, if you don't indicate this, the custodian may just show up unexpectedly.

Some entities (usually hospitals) will not accept a subpoena that is not "signed" by a judge. Remember, an in-county grand jury subpoena doesn't need a judge's signature, and most likely any out-of-county grand jury subpoenas and court subpoenas will have been signed by a clerk after the judge signed your application. You can remedy this by having the clerk certify a copy of the application and include this certified application with the signed subpoena.

EXHIBIT 18

Webster, Brent

From: Bangert, Ryan
Sent: Tuesday, September 29, 2020 5:21 PM
To: Bangert, Ryan
Subject: Letter
Attachments: Letter.docx

Att-let
note?

Dear Mr. Cammack:

It has come to our attention that you appeared before the Travis County grand jury on September 28, 2020 and represented yourself to be a Special Prosecutor for the Office of Attorney General. It further has come to our attention that you served a subpoena today on at least one private business.

You have no authority to represent yourself to anyone as a "Special Prosecutor for the Office of Attorney General." You have not been retained or authorized by this office and your actions are entirely inappropriate and may be illegal. We demand that you immediately cease and desist from taking any actions in which you purport to be acting pursuant to authority conferred by the Office of Attorney General.

Webster, Brent

From: Bangert, Ryan
Sent: Tuesday, September 29, 2020 5:34 PM
To: Hornsey, Brittany
Subject: FW: Letter
Attachments: Letter.docx



Ryan L. Bangert
Deputy First Assistant Attorney General

Office of the Attorney General
P.O. Box 12548
Austin, Texas 78711-2548
(512) 936-0631

From: Bangert, Ryan <Ryan.Bangert@oag.texas.gov>
Sent: Tuesday, September 29, 2020 5:21 PM
To: Bangert, Ryan <Ryan.Bangert@oag.texas.gov>
Subject: Letter

Dear Mr. Cammack:

It has come to our attention that you appeared before the Travis County grand jury on September 28, 2020 and represented yourself to be a Special Prosecutor for the Office of Attorney General. It further has come to our attention that you served a subpoena today on at least one private business.

You have no authority to represent yourself to anyone as a "Special Prosecutor for the Office of Attorney General." You have not been retained or authorized by this office and your actions are entirely inappropriate and may be illegal. We demand that you immediately cease and desist from taking any actions in which you purport to be acting pursuant to authority conferred by the Office of Attorney General.

Webster, Brent

From: Bangert, Ryan
Sent: Tuesday, September 29, 2020 5:43 PM
To: Hornsey, Brittany
Subject: Letter
Attachments: Letter.docx

Dear Mr. Cammack:

It has come to our attention that you appeared before the Travis County grand jury on September 28, 2020 and represented yourself to be a Special Prosecutor for the Office of Attorney General. It further has come to our attention that you served a subpoena today on at least one private business.

You have no authority to represent yourself to anyone as a "Special Prosecutor for the Office of Attorney General." You have not been retained, authorized, or deputized by this office as such and your actions are entirely inappropriate and may be illegal. We demand that you immediately cease and desist from taking any actions in which you purport to be acting pursuant to authority conferred by the Office of Attorney General.

Webster, Brent

From: Bangert, Ryan
Sent: Tuesday, September 29, 2020 6:13 PM
To: Hornsey, Brittany
Subject: Letter
Attachments: Letter.docx

Dear Mr. Cammack:

It has come to our attention that you appeared before the Travis County grand jury on September 28, 2020 and represented yourself to be a Special Prosecutor for the Office of Attorney General. It further has come to our attention that you served a subpoena today on at least one private business.

You have no authority to represent yourself to anyone as a "Special Prosecutor for the Office of Attorney General." You have not been retained, authorized, or deputized by this office as such and your actions are entirely inappropriate and may be illegal. We demand that you immediately cease and desist from taking any actions in which you purport to be acting as a Special Prosecutor pursuant to authority conferred by the Office of Attorney General or under a delegation of authority by the Travis County District Attorney.

Webster, Brent

From: Vassar, Ryan
Sent: Tuesday, September 29, 2020 6:23 PM
To: Bangert, Ryan
Subject: Document1
Attachments: Document1.docx

You have no authority. . . . The Office of Attorney General may be authorized by a district attorney to provide assistance in the prosecution of criminal matters. TEX. GOV'T CODE § 402.028(a); *see id.* § 41.102(b). Assistance in this matter, however, does not include prosecuting a criminal case, such as obtaining a subpoena from a grand jury. The Office of Attorney General may only prosecute criminal matters upon being appointed to do so by a district attorney. *Id.* Moreover, the law only allows a district attorney to appoint an assistant attorney general as an assistant prosecuting attorney. *Id.* No such appointment has been made in this case.

The subpoena you obtained and served has no connection to any criminal investigation authorized by, or referred to, the Office of Attorney General.

Webster, Brent

From: Bangert, Ryan
Sent: Tuesday, September 29, 2020 7:13 PM
To: Hornsey, Brittany
Subject: Letter
Attachments: Letter.docx

Dear Mr. Cammack:

It has come to our attention that you appeared before the Travis County grand jury on September 28, 2020, and represented yourself to be a Special Prosecutor for the Office of Attorney General. It further has come to our attention that you served a subpoena today on at least one private business. The subpoena you obtained and served has no connection to any criminal investigation authorized by, or referred to, the Office of Attorney General.

You have no authority to represent yourself to anyone as a "Special Prosecutor for the Office of Attorney General." The Office of Attorney General may be authorized by a district attorney to provide assistance in the prosecution of criminal matters. TEX. GOV'T CODE § 402.028(a); *see id.* § 41.102(b). Assistance in such matters, however, does not include prosecuting a criminal case, such as obtaining a subpoena from a grand jury without being appointed to do so by a district attorney. *Id.* Moreover, the law only allows a district attorney to appoint an assistant attorney general as an assistant prosecuting attorney. *Id.* You have no such appointment.

You have not been retained, authorized, or deputized by this office as such and your actions are entirely inappropriate and may be illegal. We demand that you immediately cease and desist from taking any actions in which you purport to be acting as a Special Prosecutor pursuant to authority conferred by the Office of Attorney General or under a delegation of authority by the Travis County District Attorney.

EXHIBIT 19



September 30, 2020

Brandon R. Cammack
Criminal Defense Attorney
Cammack Law Firm, PLLC
4265 San Felipe St. #1100
Houston, Texas 77027

Dear Mr. Cammack:

It has come to our attention that you appeared before the Travis County grand jury on September 28, 2020, and represented yourself to be a Special Prosecutor for the Office of Attorney General. It further has come to our attention that you served a subpoena today on at least one private business. The subpoena you obtained and served has no connection to any criminal investigation authorized by, or referred to, the Office of Attorney General.

You have no authority to represent yourself to anyone as a "Special Prosecutor for the Office of Attorney General." The Office of Attorney General may be authorized by a district attorney to provide assistance in the prosecution of criminal matters. TEX. GOV'T CODE § 402.028(a); *see id.* § 41.102(b). Assistance in such matters, however, does not include prosecuting a criminal case, such as obtaining a subpoena from a grand jury without being appointed to do so by a district attorney. *Id.* Moreover, the law only allows a district attorney to appoint an assistant attorney general as an assistant prosecuting attorney. *Id.* You have no such appointment.

You have not been retained, authorized, or deputized by this office as such and your actions are entirely inappropriate and may be illegal. We demand that you immediately cease and desist from taking any actions in which you purport to be acting as a Special Prosecutor pursuant to authority conferred by the Office of Attorney General or under a delegation of authority by the Travis County District Attorney.

Respectfully,

A handwritten signature in black ink that reads "J. Mark Penley". The signature is written in a cursive style.

J. Mark Penley
Deputy Attorney General for Criminal Justice

Webster, Brent

From: Penley, Mark
Sent: Wednesday, September 30, 2020 9:18 AM
To: Brandon@cammacklawfirm.com
Subject: See Attached Letter from Office of the Attorney General
Attachments: Cammack Letter_09302020.pdf

Please see attached letter from the Office of the Attorney General.

Mark Penley
Deputy Attorney General for Criminal Justice

EXHIBIT 20

Webster, Brent

From: Hornsey, Brittany
Sent: Tuesday, November 17, 2020 4:36 PM
To: Webster, Brent
Subject: FW: Letter
Attachments: Cammack Letter_09302020.pdf

From: Hornsey, Brittany
Sent: Wednesday, September 30, 2020 8:06 AM
To: Penley, Mark <Mark.Penley@oag.texas.gov>
Subject: Letter

EXHIBIT 21

Webster, Brent

From: Vassar, Ryan
Sent: Tuesday, September 29, 2020 7:53 PM
To: Bangert, Ryan;Mase, Lacey;Penley, Mark;Maxwell, David;Cary, Katherine;McCarty, Darren;Brickman, Blake
Subject: Document2
Attachments: Document2.docx

Dear [[Texas Rangers]]:

This letter is intended to serve as a formal complaint to report a potential violation of law committed by Warren K. Paxton, Jr., in his official capacity as the current Attorney General of Texas. We are providing this report pursuant to Texas Government Code section 554.002.

We have reason to believe the Attorney General may be violating state law, including prohibitions relating to improper influence and abuse of office. Each signatory below has knowledge of facts relevant to these potential offenses and is willing to provide testimony of those facts to appropriate law enforcement officials. Given the potential repercussions of this report upon the business of the Office of Attorney General and the State of Texas, we request that this report be held in the strictest confidence.

Webster, Brent

From: Vassar, Ryan
Sent: Wednesday, September 30, 2020 12:22 AM
To: Bangert, Ryan;Mase, Lacey;Penley, Mark;Maxwell, David;Cary, Katherine;McCarty, Darren;Brickman, Blake
Subject: RE: Document2
Attachments: Document2.docx

From: Vassar, Ryan
Sent: Tuesday, September 29, 2020 7:53 PM
To: Bangert, Ryan <Ryan.Bangert@oag.texas.gov>; Mase, Lacey <Lacey.Mase@oag.texas.gov>; Penley, Mark <Mark.Penley@oag.texas.gov>; Maxwell, David <David.Maxwell@oag.texas.gov>; Cary, Katherine <Katherine.Cary@oag.texas.gov>; McCarty, Darren <Darren.McCarty@oag.texas.gov>; Brickman, Blake <Blake.Brickman@oag.texas.gov>
Subject: Document2

Dear *[[Texas Rangers]]*:

This letter is intended to serve as a formal complaint to report a potential violation of law committed by Warren K. Paxton, Jr., in his official capacity as the current Attorney General of Texas. We are providing this report pursuant to Texas Government Code section 554.002.

We have reason to believe the Attorney General may be violating state law, including prohibitions relating to improper influence and abuse of office. Each signatory below has knowledge of facts relevant to these potential offenses and is willing to provide testimony of those facts to appropriate law enforcement officials. Given the potential repercussions of this report upon the business of the Office of Attorney General and the State of Texas, we request that this report be held in the strictest confidence.

A brief summary of facts follows:

1. Mr. Natin "Nate" Paul is a contributor to Attorney General Paxton's state officeholder campaign.

Open Records Request

2. On or about August 14, 2019, the Federal Bureau of Investigation, in conjunction with officers of the Department of Public Safety, executed search warrants for multiple properties owned or controlled directly or indirectly by Mr. Paul.
3. After the execution of these warrants became public, the OAG was required to rule on whether records relating to the underlying investigation must be disclosed to the public under the Texas Public Information Act. At least one request for these records was submitted by an individual who was believed to be representing Mr. Paul.
4. On or about *[[May xx, 2020,]]* Attorney General Paxton asked OAG staff about the status of the OAG's pending ruling involving the request submitted by Mr. Paul's presumed representative.
5. In conversations with Attorney General Paxton, he announced his intent for the OAG to find a way to order that the records be released, because he did not trust the FBI, the State Securities Board, or the Department.
6. Unable to reach such a conclusion under the law, the OAG issued a determination that it could not issue a ruling on the request submitted by Mr. Paul's presumed representative in a manner that comports with the due-process requirements of the PIA.

The Mitte Foundation

7. *[[Add Mitte Foundation background]]*

Additional Background

8. *[[Add additional background, as applicable]]*

Criminal Referral

9. On or about *[[August xx, 2020,]]* Mr. Paul submitted a complaint to the Travis County District Attorney's Office alleging potential criminal conduct committed by employees of the State Securities Board, the Department, the FBI, and the United States Attorney's

Office for the Western District of Texas, as part of the investigation precipitating the search warrants that were executed in 2019.

10. On or about [[August xx, 2020,]] the District Attorney's office referred the matter to the OAG and requested that the OAG conduct a review of the allegations. It was later discovered that Attorney General Paxton had accompanied Mr. Paul to the District Attorney's office and had notified the District Attorney's office that the OAG would accept a referral to investigate the matter.
11. On or about [[August xx, 2020,]], OAG staff reviewed the complaint and interviewed Mr. Paul, and determined further investigation by the OAG was not warranted.
12. [[Add Penley and Maxwell background on initial review of Travis County referral]]
13. [[Add meeting introduction with Brandon Cammack]]
14. On or about August 18, 2020, Attorney General Paxton asked OAG staff for advice concerning the legal requirements to hire outside legal counsel, on behalf of the OAG, to investigate a criminal referral from the Travis County District Attorney's Office.
15. On or about August 24, 2020, Attorney General Paxton asked OAG staff to prepare a contract to retain Mr. Brandon Cammack, a criminal defense attorney in Houston, Texas, to investigate the allegations in the Travis County complaint.
16. On or about September 3, 2020, a contract was prepared by OAG staff and began circulating for agency approval and signature.
17. On or about September 16, 2020, OAG staff notified Attorney General Paxton that staff refused to approve the request to retain outside legal counsel to investigate the Travis County complaint because approving the request was not in the State's best interest.
18. On or about September 28, 2020, Attorney General Paxton requested information involving OAG policies and procedures regarding the approval and execution of outside legal counsel contracts.
19. On or about September 28, 2020, Attorney General Paxton inquired whether he had authority to sign an outside legal counsel contract on behalf of the OAG.
20. On or about September 28, 2020, Attorney General Paxton asked OAG staff to prepare a memorandum documenting his authority to execute contracts on behalf of the OAG.
21. On or about September 29, 2020, OAG staff discovered that at least one grand jury subpoena had been obtained on or about September [[xx]], 2020. The subpoena sought information that involved certain financial records at a local bank. Nothing in the subpoena sought information that related to the allegations contained in the Travis County complaint, which involved potential criminal conduct by employees of certain state and federal agencies.
22. On or about September 29, 2020, OAG staff discovered that the subpoena had been personally served by Mr. Cammack upon the target of the subpoena. Mr. Cammack represented himself as a "Special Prosecutor of the Office of Attorney General." Mr. Cammack was accompanied at the time of serving the subpoena by Mr. Michael Wynne, a private attorney representing Mr. Paul's interests.
23. All facts considered, we have reasonable suspicion to believe Attorney General Paxton may have approved or may be directly supervising the unlawful use of criminal process to further private, nongovernmental interests. In particular, the information sought in the subpoena has no reasonable connection to the allegations contained in the Travis County complaint. And the appearance by Mr. Paul's private attorney at the location of Mr.

Cammack's personal service of the subpoena undercuts any reasonable argument that the subpoena was obtained for official purposes.

24. On or about September 30, 2020, OAG staff demanded Mr. Cammack cease and desist representing himself as an employee of the OAG.
25. On or about September 30, 2020, OAG staff submitted this report to the Department of potential violations of law committed by Attorney General Paxton.

Nature of allegations

26. State law prohibits, *inter alia*, offering, conferring, agreeing, soliciting, or accepting any benefit as consideration for the exercise of discretion as a public servant or in a judicial proceeding. Tex. Penal Code § 36.02. Insofar as Attorney General Paxton has offered, conferred, agreed, solicited, or accepted any benefit directly or indirectly from Mr. Paul as consideration for Attorney General Paxton's exercise of discretion as a public servant or in a judicial proceeding, Attorney General Paxton may be guilty of bribery under state law.
27. State law prohibits a public servant from, with intent to obtain a benefit or harm or defraud another, intentionally or knowingly violating a law relating to the public servant's office or misusing anything of value belonging to the government that has come into the possession of the public servant by virtue of the public servant's office. Tex. Penal Code § 39.02. Insofar as Attorney General Paxton has, with intent to obtain a benefit from Mr. Paul, intentionally or knowingly violated a law relating to the public servant's office or misused anything of value belonging to the OAG, Attorney General Paxton may be guilty of abuse of official capacity under state law.
28. State law prohibits, *inter alia*, a public servant acting under color of his office from intentionally subjecting another to mistreatment or search or seizure that he knows is unlawful or intentionally denying or impeding another in the exercise or enjoyment of any right, privilege, power, or immunity, knowing his conduct is unlawful. Tex. Penal Code § 39.03. Insofar as Attorney General Paxton has acted under color of his office and intentionally subjected another to mistreatment or search or seizure that he knows is unlawful, or intentionally denied or impeded another in the exercise or enjoyment of any right, privilege, power, or immunity, knowing his conduct is unlawful, Attorney General Paxton may be guilty of official oppression under state law.
- 1-29. State law prohibits, *inter alia*, a public servant from, with intent to obtain a benefit, disclosing or using information for a nongovernmental purpose that he has access to by means of his office and that has not been made public. Tex. Penal Code § 39.06. Insofar as Attorney General Paxton has, with intent to obtain a benefit from Mr. Paul, disclosed or used information that he has access to by virtue of his office, and that has not been made public, for a nongovernmental purpose, such as to further Mr. Paul's interests, Attorney General Paxton may be guilty of misuse of official information under state law.

Webster, Brent

From: Bangert, Ryan
Sent: Wednesday, September 30, 2020 9:26 AM
To: Vassar, Ryan
Subject: Document1
Attachments: Document1.docx

This letter is intended to serve as a formal complaint to report a potential violation of law committed by Warren K. Paxton, Jr., in his official capacity as the current Attorney General of Texas. We are providing this report pursuant to Texas Government Code section 554.002.

We have reason to believe the Attorney General may be violating state law, including prohibitions relating to improper influence and abuse of office. Our concerns arise from multiple, repeated acts by the Attorney General over a span of several months to use the resources of this office to benefit the personal interest of Natin "Nate" Paul. Mr. Paul is under criminal investigation by federal and state law enforcement. Despite this, the Attorney General has, against advice of his staff, personally intervened in the operation of this office to benefit Mr. Paul's personal and financial interests. These actions include:

1. The Attorney General directed the Open Records Division (ORD) to issue a ruling more favorable to Mr. Paul's interest than then-existing open records policy would allow. Specifically, ORD was requested to rule on whether records relating to the underlying investigation into Mr. Paul must be disclosed to the public under the Texas Public Information Act. The Attorney General Paxton announced his intent for the Agency to find a way to order that the records be released, because he did not trust law enforcement. Unable to reach such a conclusion under the law, ORD crafted a determination that it could not issue a ruling on the request submitted by Mr. Paul's presumed representative in a manner that comports with the due-process requirements of the PIA, a novel result that ORD would not otherwise have reached absent pressure from the Attorney General.
2. The Attorney General directed the agency's Financial Litigation Division (FLD) to intervene in a lawsuit between a charitable trust named the Mitte Foundation and Mr. Paul's company, World Class. The court had imposed a receivership on World Class assets in which Mitte had invested, and it became clear that counsel for World Class desired our office's intervention to prevent the receiver from fulfilling its court-ordered duty. After FLD intervened, the Attorney General pressured counsel to seek an immediate stay of all proceedings, to investigate the conduct of the charity and the receiver, and to pursue a settlement whereby World Class would purchase Mitte's interests in the investment.
3. The Attorney General frantically insisted that an informal guidance document concerning foreclosure sales be drafted and released over the course of one weekend. The Attorney General indicated that the guidance document would help homeowners but could not identify an authorized requester who had asked for the guidance. Rather, he directed staff to a private citizen who had no knowledge of the issue, and then insisted that staff procure an elected state official to prepare a request for guidance. After the guidance was issued, the Attorney General insisted, against advice of staff, that a press release be issued concerning the guidance, eventually settling for a website posting. The guidance document appears directly suited to assist Mr. Paul, who has placed several of his properties into bankruptcy, and who faces the prospect of foreclosure sales by banks holding notes on those properties.
4. The Attorney General submitted a complaint to the Travis County District Attorney's Office alleging potential criminal conduct committed by employees of the State Securities Board, the Department, the FBI, and the United States Attorney's Office for the Western

District of Texas, as part of the investigation precipitating the search warrants that were executed in 2019. On or about *[[August xx, 2020,]]* the District Attorney's office referred the matter to the OAG and requested that the OAG conduct a review of the allegations. It was later discovered that Attorney General Paxton had accompanied Mr. Paul to the District Attorney's office and had notified the District Attorney's office that the OAG would accept a referral to investigate the matter. On or about *[[August xx, 2020,]]*, OAG staff reviewed the complaint and interviewed Mr. Paul, and determined further investigation by the OAG was not warranted. *[[Add Penley and Maxwell background on initial review of Travis County referral]]* *[[Add meeting introduction with Brandon Cammack]]* On or about August 18, 2020, Attorney General Paxton asked OAG staff for advice concerning the legal requirements to hire outside legal counsel, on behalf of the OAG, to investigate a criminal referral from the Travis County District Attorney's Office. On or about August 24, 2020, Attorney General Paxton asked OAG staff to prepare a contract to retain Mr. Brandon Cammack, a criminal defense attorney in Houston, Texas, to investigate the allegations in the Travis County complaint. On or about September 3, 2020, a contract was prepared by OAG staff and began circulating for agency approval and signature. On or about September 16, 2020, OAG staff notified Attorney General Paxton that staff refused to approve the request to retain outside legal counsel to investigate the Travis County complaint because approving the request was not in the State's best interest. On or about September 28, 2020, Attorney General Paxton requested information involving OAG policies and procedures regarding the approval and execution of outside legal counsel contracts. On or about September 28, 2020, Attorney General Paxton inquired whether he had authority to sign an outside legal counsel contract on behalf of the OAG. On or about September 28, 2020, Attorney General Paxton asked OAG staff to prepare a memorandum documenting his authority to execute contracts on behalf of the OAG. On or about September 29, 2020, OAG staff discovered that at least one grand jury subpoena had been obtained on or about September *[[xx]]*, 2020. The subpoena sought information that involved certain financial records at a local bank. Nothing in the subpoena sought information that related to the allegations contained in the Travis County complaint, which involved potential criminal conduct by employees of certain state and federal agencies. On or about September 29, 2020, OAG staff discovered that the subpoena had been personally served by Mr. Cammack upon the target of the subpoena. Mr. Cammack represented himself as a "Special Prosecutor of the Office of Attorney General." Mr. Cammack was accompanied at the time of serving the subpoena by Mr. Michael Wynne, a private attorney representing Mr. Paul's interests. All facts considered, we have reasonable suspicion to believe Attorney General Paxton may have approved or may be directly supervising the unlawful use of criminal process to further private, nongovernmental interests. In particular, the information sought in the subpoena has no reasonable connection to the allegations contained in the Travis County complaint. And the appearance by Mr. Paul's private attorney at the location of Mr. Cammack's personal service of the subpoena undercuts any reasonable argument that the subpoena was obtained for official purposes. On or about September 30, 2020, OAG staff demanded Mr. Cammack cease and desist representing himself as an employee of the OAG. On or about September 30, 2020, OAG staff submitted this report to the Department of potential violations of law committed by Attorney General Paxton.

Through this course of conduct, the Attorney General has actively facilitated—against repeated and strong objections by staff—the commandeering of this office’s resources, time and talent by Nate Paul. The only plausible explanation for this conduct by the Attorney General is that he has been, and continues to be, under improper influence from Nate Paul, with whom the Attorney General has formed a strong personal bond, and with whom the Attorney General increasingly spends large portions of his free time. We are deeply concerned about the impacts of this relationship upon the Attorney General personally and this agency. We make this report out of concern for both.

Each signatory below has knowledge of facts relevant to these potential offenses and is willing to provide testimony of those facts to appropriate law enforcement officials. Given the potential repercussions of this report upon the business of the Office of Attorney General and the State of Texas, we request that this report be held in the strictest confidence.

Webster, Brent

From: Vassar, Ryan
Sent: Wednesday, September 30, 2020 10:46 AM
To: Bangert, Ryan
Subject: Document1 (003)
Attachments: Document1 (003).docx

This letter is intended to serve as a formal complaint to report a potential violation of law committed by Warren K. Paxton, Jr., in his official capacity as the current Attorney General of Texas. We are providing this report pursuant to Texas Government Code section 554.002.

We have reason to believe the Attorney General may be violating state law, including prohibitions relating to improper influence and abuse of office. Our concerns arise from multiple, repeated acts by the Attorney General over a span of several months to use the resources of this office to benefit the personal interest of Natin "Nate" Paul. Mr. Paul is under criminal investigation by federal and state law enforcement. Despite this, the Attorney General has, against advice of his staff, personally intervened in the operation of this office to benefit Mr. Paul's personal and financial interests. These actions include:

1. The Attorney General directed the Open Records Division (ORD) to issue a ruling more favorable to Mr. Paul's interest than then-existing open records policy would allow. Specifically, ORD was requested to rule on whether records relating to the underlying investigation into Mr. Paul must be disclosed to the public under the Texas Public Information Act. The Attorney General Paxton announced his intent for the Agency to find a way to order that the records be released, because he did not trust law enforcement. Unable to reach such a conclusion under the law, ORD crafted a determination that it could not issue a ruling on the request submitted by Mr. Paul's presumed representative in a manner that comports with the due-process requirements of the PIA, a novel result that ORD would not otherwise have reached absent pressure from the Attorney General.
2. The Attorney General directed the agency's Financial Litigation Division (FLD) to intervene in a lawsuit between a charitable trust named the Mitte Foundation and Mr. Paul's company, World Class. The court had imposed a receivership on World Class assets in which Mitte had invested, and it became clear that counsel for World Class desired our office's intervention to prevent the receiver from fulfilling its court-ordered duty. After FLD intervened, the Attorney General pressured counsel to seek an immediate stay of all proceedings, to investigate the conduct of the charity and the receiver, and to pursue a settlement whereby World Class would purchase Mitte's interests in the investment.
3. The Attorney General frantically insisted that an informal guidance document concerning foreclosure sales be drafted and released over the course of one weekend. The Attorney General indicated that the guidance document would help homeowners but could not identify an authorized requester who had asked for the guidance. Rather, he directed staff to a private citizen who had no knowledge of the issue, and then insisted that staff procure an elected state official to prepare a request for guidance. The Attorney General directed OAG staff to prepare guidance concluding that foreclosure sales were not lawfully permitted to continue under then-existing executive orders. After the guidance was issued, the Attorney General insisted, against advice of staff, that a press release be issued concerning the guidance, eventually settling for a website posting. OAG staff later learned that the OAG's guidance may have been intended to directly benefit ~~The guidance document appears directly suited to assist Mr. Paul, who has placed several of his properties into bankruptcy, and who faces the prospect of foreclosure sales by banks holding notes on those properties.~~

4. The Attorney General submitted a complaint to the Travis County District Attorney's Office alleging potential criminal conduct committed by employees of the State Securities Board, the Department, the FBI, and the United States Attorney's Office for the Western District of Texas, as part of the investigation precipitating the search warrants that were executed in 2019. On or about ~~[[August xx, 2020,]]~~ the District Attorney's office referred the matter to the OAG and requested that the OAG conduct a review of the allegations. It was later discovered by OAG staff that Attorney General Paxton had accompanied Mr. Paul to the District Attorney's office and had notified the District Attorney's office that the OAG would accept a referral to investigate the matter. On or about ~~[[July 21, 2020, and August xx, 2020,]]~~, OAG staff reviewed the complaint and interviewed Mr. Paul, and determined further investigation by the OAG was not warranted. ~~[[Add Penley and Maxwell background on initial review of Travis County referral]]~~ ~~[[Add meeting introduction with Brandon Cammack]]~~ On or about August 18, 2020, Attorney General Paxton asked OAG staff for advice concerning the legal requirements to hire outside legal counsel, on behalf of the OAG, to investigate a criminal referral from the Travis County District Attorney's Office. On or about August 24, 2020, Attorney General Paxton asked OAG staff to prepare a contract to retain Mr. Brandon Cammack, a criminal defense attorney in Houston, Texas, to investigate the allegations in the Travis County complaint. On or about September 3, 2020, a contract was prepared by OAG staff and began circulating for agency approval and signature. On or about September 16, 2020, OAG staff notified Attorney General Paxton that staff refused to approve the request to retain outside legal counsel to investigate the Travis County complaint because approving the request was not in the State's best interest. On or about September 28, 2020, Attorney General Paxton requested information involving OAG policies and procedures regarding the approval and execution of outside legal counsel contracts. On or about September 28, 2020, Attorney General Paxton inquired whether he had authority to sign an outside legal counsel contract on behalf of the OAG. On or about September 28, 2020, Attorney General Paxton asked OAG staff to prepare a memorandum documenting his authority to execute contracts on behalf of the OAG. On or about September 29, 2020, OAG staff discovered that at least ~~one-two~~ grand jury subpoenas ~~had have~~ been obtained on or about September ~~[[xx28]]~~, 2020. The subpoenas sought information that involved certain financial records at a local banks. Nothing in these subpoenas sought information that related to the allegations contained in the Travis County complaint, which involved potential criminal conduct by employees of certain state and federal agencies. On or about September 29, 2020, OAG staff discovered that these subpoenas had been personally served by Mr. Cammack upon the targets of the subpoena. Mr. Cammack represented himself in each of the two subpoenas as a "Special Prosecutor of the Office of Attorney General." Mr. Cammack personally served these subpoenas and was accompanied at the time of serving the subpoena by Mr. Michael Wynne, a private attorney representing Mr. Paul's interests, while serving at least one of the subpoenas. All facts considered, we have reasonable suspicion to believe Attorney General Paxton may have approved or may be directly supervising the unlawful use of criminal process to further private, nongovernmental interests. In particular, the information sought in the subpoenas has no reasonable connection to the allegations contained in the Travis County complaint. And the appearance by Mr. Paul's private attorney at the location of Mr. Cammack's personal service of at least one of the subpoenas undercuts any reasonable argument that the

Commented [VR1]: Individually? Or accompanying Mr. Paul?

subpoena was obtained for official purposes. On or about September 30, 2020, OAG staff demanded Mr. Cammack cease and desist representing himself as an employee of the OAG. On or about September 30, 2020, OAG staff submitted this report to the Department of potential violations of law committed by Attorney General Paxton.

Through this course of conduct, the Attorney General has actively facilitated—against repeated and strong objections by staff—the commandeering of this office’s resources, time and talent by Nate Paul. The only plausible explanation for this conduct by the Attorney General is that he has been, and continues to be, under improper influence from Nate Paul, with whom the Attorney General has formed a strong personal bond, and with whom the Attorney General increasingly spends large portions of his free time. We are deeply concerned about the impacts of this relationship upon the Attorney General personally and this agency. We make this report out of concern for both.

Each signatory below has knowledge of facts relevant to these potential offenses and is willing to provide testimony of those facts to appropriate law enforcement officials. Given the potential repercussions of this report upon the business of the Office of Attorney General and the State of Texas, we request that this report be held in the strictest confidence.

EXHIBIT 22

The following draft is the Word Document titled "This letter is intended to serve as a formal complaint to report a potential violation of law committed by Warren K"* by Ryan Bangert, believed to be one of two final drafts of the criminal complaint against General Paxton

*Note that when I (Brent Webster) open this document it adds an extra (002) to the end of the word title.

This letter is intended to serve as a formal complaint to report a potential violation of law committed by Warren K. Paxton, Jr., in his official capacity as the current Attorney General of Texas. We are providing this report pursuant to Texas Government Code section 554.002.

We have reason to believe the Attorney General may be violating state law, including prohibitions relating to improper influence and abuse of office. Our concerns arise from multiple, repeated acts by the Attorney General over a span of several months to use the resources of this office to benefit the personal interest of Natin "Nate" Paul. Mr. Paul is under criminal investigation by federal and state law enforcement. Despite this, the Attorney General has, against advice of his staff, personally intervened in the operation of this office to benefit Mr. Paul's personal and financial interests. These actions include:

1. The Attorney General directed the Open Records Division (ORD) to issue a ruling more favorable to Mr. Paul's interest than then-existing open records policy would allow. Specifically, ORD was requested to rule on whether records relating to the underlying investigation into Mr. Paul must be disclosed to the public under the Texas Public Information Act. The Attorney General Paxton announced his intent for the Agency to find a way to order that the records be released, because he did not trust law enforcement. Unable to reach such a conclusion under the law, ORD crafted a determination that it could not issue a ruling on the request submitted by Mr. Paul's presumed representative in a manner that comports with the due-process requirements of the PIA, a novel result that ORD would not otherwise have reached absent pressure from the Attorney General.
2. The Attorney General directed the agency's Financial Litigation Division (FLD) to intervene in a lawsuit between a charitable trust named the Mitte Foundation and Mr. Paul's company, World Class. The court had imposed a receivership on World Class assets in which Mitte had invested, and it became clear that counsel for World Class desired our office's intervention to prevent the receiver from fulfilling its court-ordered duty. After FLD intervened, the Attorney General pressured counsel to seek an immediate stay of all proceedings, to investigate the conduct of the charity and the receiver, and to pursue a settlement whereby World Class would purchase Mitte's interests in the investment.
3. The Attorney General frantically insisted that an informal guidance document concerning foreclosure sales be drafted and released over the course of one weekend. The Attorney General indicated that the guidance document would help homeowners but could not identify an authorized requester who had asked for the guidance. Rather, he directed staff to a private citizen who had no knowledge of the issue, and then insisted that staff procure an elected state official to prepare a request for guidance. After the guidance was issued, the Attorney General insisted, against advice of staff, that a press release be issued concerning the guidance, eventually settling for a website posting. The guidance document appears directly suited to assist Mr. Paul, who has placed several of his properties into bankruptcy, and who faces the prospect of foreclosure sales by banks holding notes on those properties.
4. The Attorney General submitted a complaint to the Travis County District Attorney's Office alleging potential criminal conduct committed by employees of the State Securities Board, the Department, the FBI, and the United States Attorney's Office for the Western

District of Texas, as part of the investigation precipitating the search warrants that were executed in 2019. On or about *[[August xx, 2020,]]* the District Attorney's office referred the matter to the OAG and requested that the OAG conduct a review of the allegations. It was later discovered that Attorney General Paxton had accompanied Mr. Paul to the District Attorney's office and had notified the District Attorney's office that the OAG would accept a referral to investigate the matter. On or about *[[August xx, 2020,]]*, OAG staff reviewed the complaint and interviewed Mr. Paul, and determined further investigation by the OAG was not warranted. *[[Add Penley and Maxwell background on initial review of Travis County referral]]* *[[Add meeting introduction with Brandon Cammack]]* On or about August 18, 2020, Attorney General Paxton asked OAG staff for advice concerning the legal requirements to hire outside legal counsel, on behalf of the OAG, to investigate a criminal referral from the Travis County District Attorney's Office. On or about August 24, 2020, Attorney General Paxton asked OAG staff to prepare a contract to retain Mr. Brandon Cammack, a criminal defense attorney in Houston, Texas, to investigate the allegations in the Travis County complaint. On or about September 3, 2020, a contract was prepared by OAG staff and began circulating for agency approval and signature. On or about September 16, 2020, OAG staff notified Attorney General Paxton that staff refused to approve the request to retain outside legal counsel to investigate the Travis County complaint because approving the request was not in the State's best interest. On or about September 28, 2020, Attorney General Paxton requested information involving OAG policies and procedures regarding the approval and execution of outside legal counsel contracts. On or about September 28, 2020, Attorney General Paxton inquired whether he had authority to sign an outside legal counsel contract on behalf of the OAG. On or about September 28, 2020, Attorney General Paxton asked OAG staff to prepare a memorandum documenting his authority to execute contracts on behalf of the OAG. On or about September 29, 2020, OAG staff discovered that at least one grand jury subpoena had been obtained on or about September *[[xx]]*, 2020. The subpoena sought information that involved certain financial records at a local bank. Nothing in the subpoena sought information that related to the allegations contained in the Travis County complaint, which involved potential criminal conduct by employees of certain state and federal agencies. On or about September 29, 2020, OAG staff discovered that the subpoena had been personally served by Mr. Cammack upon the target of the subpoena. Mr. Cammack represented himself as a "Special Prosecutor of the Office of Attorney General." Mr. Cammack was accompanied at the time of serving the subpoena by Mr. Michael Wynne, a private attorney representing Mr. Paul's interests. All facts considered, we have reasonable suspicion to believe Attorney General Paxton may have approved or may be directly supervising the unlawful use of criminal process to further private, nongovernmental interests. In particular, the information sought in the subpoena has no reasonable connection to the allegations contained in the Travis County complaint. And the appearance by Mr. Paul's private attorney at the location of Mr. Cammack's personal service of the subpoena undercuts any reasonable argument that the subpoena was obtained for official purposes. On or about September 30, 2020, OAG staff demanded Mr. Cammack cease and desist representing himself as an employee of the OAG. On or about September 30, 2020, OAG staff submitted this report to the Department of potential violations of law committed by Attorney General Paxton.

Through this course of conduct, the Attorney General has actively facilitated—against repeated and strong objections by staff—the commandeering of this office’s resources, time and talent by Nate Paul. The only plausible explanation for this conduct by the Attorney General is that he has been, and continues to be, under improper influence from Nate Paul, with whom the Attorney General has formed a strong personal bond, and with whom the Attorney General increasingly spends large portions of his free time. We are deeply concerned about the impacts of this relationship upon the Attorney General personally and this agency. We make this report out of concern for both.

Each signatory below has knowledge of facts relevant to these potential offenses and is willing to provide testimony of those facts to appropriate law enforcement officials. Given the potential repercussions of this report upon the business of the Office of Attorney General and the State of Texas, we request that this report be held in the strictest confidence.

The following draft is the Word Document titled "Document (003)(002)"* by Ryan Bangert, believed to be one of two final drafts of the criminal complaint against General Paxton

*Note that when I (Brent Webster) open this document it adds an extra (002) to the end of the word title.

This letter is intended to serve as a formal complaint to report a potential violation of law committed by Warren K. Paxton, Jr., in his official capacity as the current Attorney General of Texas. We are providing this report pursuant to Texas Government Code section 554.002.

We have reason to believe the Attorney General may be violating state law, including prohibitions relating to improper influence and abuse of office. Our concerns arise from multiple, repeated acts by the Attorney General over a span of several months to use the resources of this office to benefit the personal interest of Natin "Nate" Paul. Mr. Paul is under criminal investigation by federal and state law enforcement. Despite this, the Attorney General has, against advice of his staff, personally intervened in the operation of this office to benefit Mr. Paul's personal and financial interests. These actions include:

1. The Attorney General directed the Open Records Division (ORD) to issue a ruling more favorable to Mr. Paul's interest than then-existing open records policy would allow. Specifically, ORD was requested to rule on whether records relating to the underlying investigation into Mr. Paul must be disclosed to the public under the Texas Public Information Act. The Attorney General announced his intent for the Agency to find a way to order that the records be released, because he did not trust law enforcement. Unable to reach such a conclusion under the law, ORD crafted a determination that it could not issue a ruling on the request submitted by Mr. Paul's presumed representative in a manner that comports with the due-process requirements of the PIA, a novel result that ORD would not otherwise have reached absent pressure from the Attorney General.
2. The Attorney General directed the agency's Financial Litigation Division (FLD) to intervene in a lawsuit between a charitable trust named the Mitte Foundation and Mr. Paul's company, World Class. Staff had reviewed the file in months previously and had declined to get involved. The court had imposed a receivership on World Class assets in which Mitte had invested, and it became clear that counsel for World Class desired our office's intervention to prevent the receiver from fulfilling its court-ordered duty. After FLD intervened, the Attorney General pressured counsel to seek an immediate stay of all proceedings, to investigate the conduct of the charity and the receiver, and to pursue a settlement whereby World Class would purchase Mitte's interests in the investment.
3. The Attorney General frantically insisted that an informal guidance document concerning foreclosure sales be drafted and released over the course of one weekend. The Attorney General indicated that the guidance document would help homeowners but could not identify an authorized requester who had asked for the guidance. Rather, he directed staff to a private citizen who had no knowledge of the issue, and then insisted that staff procure an elected state official to prepare a request for guidance. The Attorney General directed OAG staff to prepare guidance concluding that foreclosure sales were not lawfully permitted to continue under then-existing executive orders. After the guidance was issued, the Attorney General insisted, against advice of staff, that a press release be issued concerning the guidance, eventually settling for a website posting. OAG staff later learned that the OAG's guidance may have been intended to directly benefit Mr. Paul, who has placed several of his properties into bankruptcy, and who faces the prospect of foreclosure sales by banks holding notes on those properties.

4. The Attorney General, accompanied by Nate Paul, submitted a complaint to the Travis County District Attorney's Office alleging potential criminal conduct committed by employees of the State Securities Board, the Department, the FBI, and the United States Attorney's Office for the Western District of Texas, as part of the investigation precipitating the search warrants that were executed in 2019. On or about *[[August xx, 2020,]]* the District Attorney's office referred the matter to the OAG and requested that the OAG conduct a review of the allegations. It was later discovered by OAG staff that Attorney General Paxton had accompanied Mr. Paul to the District Attorney's office and had notified the District Attorney's office that the OAG would accept a referral to investigate the matter. On or about *[[July 21, 2020, and August 5, 2020,]]*, OAG staff reviewed the complaint and interviewed Mr. Paul, and determined further investigation by the OAG was not warranted. *[[Add Penley and Maxwell background on initial review of Travis County referral]]* *[[Add meeting introduction with Brandon Cammack]]* On or about August 18, 2020, Attorney General Paxton asked OAG staff for advice concerning the legal requirements to hire outside legal counsel, on behalf of the OAG, to investigate a criminal referral from the Travis County District Attorney's Office. On or about August 24, 2020, Attorney General Paxton asked OAG staff to prepare a contract to retain Mr. Brandon Cammack, a criminal defense attorney in Houston, Texas, to investigate the allegations in the Travis County complaint. On or about September 3, 2020, a contract was prepared by OAG staff and began circulating for agency approval and signature. On or about September 16, 2020, OAG staff notified Attorney General Paxton that staff refused to approve the request to retain outside legal counsel to investigate the Travis County complaint because approving the request was not in the State's best interest. On or about September 28, 2020, Attorney General Paxton requested information involving OAG policies and procedures regarding the approval and execution of outside legal counsel contracts. On or about September 28, 2020, Attorney General Paxton inquired whether he had authority to sign an outside legal counsel contract on behalf of the OAG. On or about September 28, 2020, Attorney General Paxton asked OAG staff to prepare a memorandum documenting his authority to execute contracts on behalf of the OAG. On or about September 29, 2020, OAG staff discovered that at least two grand jury subpoenas have been obtained on or about September *[[28]]*, 2020. The subpoenas sought information that involved certain financial records at local banks. Nothing in these subpoenas sought information that related to the allegations contained in the Travis County complaint, which involved potential criminal conduct by employees of certain state and federal agencies. On or about September 29, 2020, OAG staff discovered that these subpoenas had been personally served by Mr. Cammack upon the targets of the subpoena. Mr. Cammack represented himself in each of the two subpoenas as a "Special Prosecutor of the Office of Attorney General." Mr. Cammack personally served these subpoenas and was accompanied by Mr. Michael Wynne, a private attorney representing Mr. Paul's interests, while serving at least one of the subpoenas. All facts considered, we have reasonable suspicion to believe Attorney General Paxton may have approved or may be directly supervising the unlawful use of criminal process to further private, nongovernmental interests. In particular, the information sought in the subpoenas has no reasonable connection to the allegations contained in the Travis County complaint. And the appearance by Mr. Paul's private attorney at the location of Mr. Cammack's personal service of at least one of the subpoenas undercuts any reasonable argument that the subpoena was obtained for official purposes.

On or about September 30, 2020, OAG staff demanded Mr. Cammack cease and desist representing himself as an employee of the OAG. On or about September 30, 2020, OAG staff submitted this report of potential violations of law committed by Attorney General Paxton.

Through this course of conduct, the Attorney General has actively facilitated—against repeated and strong objections by staff—the commandeering of this office’s resources, time and talent by Nate Paul. The only plausible explanation for this conduct by the Attorney General is that he has been, and continues to be, under improper influence from Nate Paul, with whom the Attorney General has formed a strong personal bond, and with whom the Attorney General increasingly spends large portions of his free time. We are deeply concerned about the impacts of this relationship upon the Attorney General personally and this agency. We make this report out of concern for both.

Each signatory below has knowledge of facts relevant to these potential offenses and is willing to provide testimony of those facts to appropriate law enforcement officials. Given the potential repercussions of this report upon the business of the Office of Attorney General and the State of Texas, we request that this report be held in the strictest confidence.

EXHIBIT 23

This letter is intended to serve as a formal complaint to report a potential violation of law committed by Warren K (002)

E-mail attachment: C:\Users\bew2\AppData\Local\Microsoft\Windows\NetCache\Content.Outlook\SOJAUJBE\This letter is intended to serve as a formal complaint to report a potential violation of law committed by Wa



Protected View

This file came from your email, so we opened it in a way that helps to keep your computer safe from viruses (just in case). Don't worry—you can continue reading in this view. If you need to edit, and you trust this file, then enable editing.

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Properties ▾

Size 23.3KB
Pages
Words
Total Editing Time 229 Minutes
Title None
Tags None
Comments None

Related Dates

Last Modified 9/30/2020 12:10 PM
Created 9/30/2020 7:22 AM
Last Printed 9/30/2020 12:06 PM

Related People

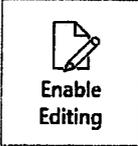
Author  Ryan Bangert
Last Modified By  Bangert, Ryan

Show All Properties



Document1 (003) (002) (002)

E-mail attachment: C:\Users\bew2\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\SQJAUJBE\Document1 (003) (002) (002).docx



Protected View

This file came from your email, so we opened it in a way that helps to keep your computer safe from viruses (just in case).
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[Learn more about Protected View](#)

Properties ▾

Size	23.8KB
Pages	
Words	
Total Editing Time	8 Minutes
Title	None
Tags	None
Comments	None

Related Dates

Last Modified	9/30/2020 12:19 PM
Created	9/30/2020 12:19 PM
Last Printed	9/30/2020 12:11 PM

Related People

Author	 Ryan Bangert
Last Modified By	 Bangert, Ryan

Show All Properties

EXHIBIT 24

From: [Brandon R. Cammack](#)
To: [Vassar, Ryan](#)
Subject: Fwd: OCC Invoice & Expense Submission
Date: Wednesday, September 30, 2020 9:52:01 PM

Hey Ryan,
I did not expect to run into this issue, however, I'll forward over the fully executed contract tomorrow.

Respectfully,

Brandon R. Cammack

Cammack Law Firm, PLLC
4265 San Felipe Street, Suite 1100 Houston, TX 77027
Office: 713-300-9291
Fax: 817-523-8683

Downtown Rotary Club of Houston
Vice President

Houston Bar Association
Chair Elect

Sent from my iPhone

Begin forwarded message:

From: GeneralCounsel <General.Counsel@oag.texas.gov>
Date: September 30, 2020 at 5:12:36 PM CDT
To: "Brandon R. Cammack" <brandon@cammacklawfirm.com>
Cc: GeneralCounsel <General.Counsel@oag.texas.gov>
Subject: RE: OCC Invoice & Expense Submission

We are unable to pay this invoice. In order to pay this invoice, we need a copy of the executed contract. We do not have a copy of the executed contract.

From: Brandon R. Cammack <brandon@cammacklawfirm.com>
Sent: Wednesday, September 30, 2020 12:31 PM
To: GeneralCounsel <General.Counsel@oag.texas.gov>
Subject: OCC Invoice & Expense Submission

Please see attached. A check mailed to the address below is acceptable.

Respectfully,

Brandon R. Cammack

Cammack Law Firm, PLLC

4265 San Felipe Street, Suite 1100 Houston, TX 77027

Office: 713-300-9291

Fax: 817-523-8683

Downtown Rotary Club of Houston

Vice President

Houston Bar Association

Chair Elect

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EXHIBIT 25

From: [Hornsey, Brittany](#)
To: [Webster, Brent](#)
Subject: FW: Mailbox Access
Date: Tuesday, November 17, 2020 4:35:49 PM

fyi

From: Hornsey, Brittany <Brittany.Hornsey@oag.texas.gov>
Sent: Wednesday, September 30, 2020 2:09 PM
To: Mase, Lacey <Lacey.Mase@oag.texas.gov>
Subject: Mailbox Access

Hi Lacey – A few weeks back, we spoke about ITS completing a mail box access audit for Executive Administration. Below is a summary of those finds as well as actions taken effective at 11:30 AM today. Please let me know if any additional changes need to be made. Thank you, Brittany

Jeff Mateer

- Only has Brittany Hornsey on Read & Manage (no action taken)

Ryan Bangert

- removed Grace Moody from Read & Manage, Send as, and Send on behalf

Missy Cary

- removed Grace Moody from Send on behalf

Lacey Mase

- removed Gracie Hilton from Read & Manage, Send as, and Send on behalf
- removed Sarah Burgess from Send on behalf

Ryan Vassar

- removed Gracie Hilton from Read & Manage, Send as, and Send on behalf
- removed Grace Moody from Send on behalf

Mark Penley

- removed Grace Moody from Read & Manage, Send as, and Send on behalf

David Maxwell

- no delegation

Kyle Hawkins

- no delegation

Alejandro Garcia

- no delegation

Ryan Fisher

- no delegation

Tina McLeod

- no delegation

Darren McCarty

- removed Sarah Burgess from Read & Manage, and Send on behalf

Patrick Sweeten

- no delegation

Ben Williams

- removed Grace Moody from Send on behalf

David Hacker

- removed Grace Moody
- removed Brittany Hornsey from Send on behalf

Paul Singer

- no delegation

Blake Brickman

- removed Grace Moody from Read & Manage, Send as, and Send on behalf
- removed Brittany Hornsey from Read & Manage, Send as, and Send on behalf

EXHIBIT 26

Webster, Brent

From: Don Clemmer <Don.Clemmer@traviscountytx.gov>
Sent: Wednesday, September 30, 2020 7:15 PM
To: Penley, Mark; mark.penley@oag.state.gov
Subject: Fwd: [CAUTION EXTERNAL] Re: Grand Jury Subpoena

Mark,

This is the email we received. Note that we did not know what case he was talking about when this was first received. We were initially just trying to assist with helping a duly authorized AAG with access to the grand jury.

Begin forwarded message:

From: Don Clemmer <don.clemmer@traviscountytx.gov>
Date: September 23, 2020 at 4:31:57 PM CDT
To: "Brandon R. Cammack" <brandon@cammacklawfirm.com>
Subject: Re: [CAUTION EXTERNAL] Re: Grand Jury Subpoena

Thanks. I'll have Amy Meredith, my Public Integrity chief, contact you to assist with whatever you need.

On Sep 23, 2020, at 4:25 PM, Brandon R. Cammack <brandon@cammacklawfirm.com> wrote:

I've been appointed on a referral from your office to the AG's office regarding a matter involving public corruption. I am trying to get grand jury subpoenas issued.

Respectfully,

Brandon R. Cammack

Cammack Law Firm, PLLC
4265 San Felipe Street, Suite 1100 Houston, TX 77027
Office: 713-300-9291
Fax: 817-523-8683

Downtown Rotary Club of Houston
Vice President

Houston Bar Association
Chair Elect

Sent from my iPhone

On Sep 23, 2020, at 4:00 PM, Don Clemmer
<Don.Clemmer@traviscountytx.gov> wrote:

Brandon,
Let me know what type of case this investigation involves so I can get
the right people to assist you. Thanks.

Don Clemmer
Director, Special Prosecutions Division

On Sep 23, 2020, at 3:21 PM, Gayla Schwab
<Gayla.Schwab@traviscountytx.gov> wrote:

Hi, Brandon.

I was directed to forward your request to Don Clemmer,
Director of our Special Prosecution Division, to handle
this matter.

Thanks,

Gayla R. Schwab

Sr. Legal Secretary
Trial Court Division
Grand Jury Unit
Travis County, Texas
416 W. 11th Street
Austin, Texas 78701
512-854-1323

From: Brandon R. Cammack
<brandon@cammacklawfirm.com>
Sent: Wednesday, September 23, 2020 3:12 PM
To: Gayla Schwab <Gayla.Schwab@traviscountytx.gov>
Subject: Grand Jury Subpoena

CAUTION: This email is from OUTSIDE Travis
County. Links or attachments may be dangerous.
Click the Phish Alert button above if you think this
email is malicious.

Hey Gayla,

Here is a sample form of the application for grand jury
subpoena. Can you reply back with the form you would
prefer that I use? I am waiting to get an email account

set up. Also, I will be in Austin tomorrow I can come directly to your office and have these issued after if thats an option. I need these by Friday.

Respectfully,

Brandon R. Cammack

Office of the Attorney General of Texas
Special Prosecutor

Cammack Law Firm, PLLC
4265 San Felipe Street, Suite 1100 Houston, TX 77027
Office: 713-300-9291
Fax: 817-523-8683

Downtown Rotary Club of Houston
Vice President

Houston Bar Association
Chair Elect

<ATT_Travis_County_Grand_Jury_Subpoena.docx>

EXHIBIT 27

Webster, Brent

From: Stephen Lemmon <Lemmon@slollp.com>
Sent: Wednesday, September 30, 2020 10:55 AM
To: Penley, Mark
Subject: subpoena
Attachments: 20200930_090734.pdf

Stephen Lemmon

STREUSAND | LANDON | OZBURN | LEMMON LLP
Spyglass Point | 1801 South MoPac Expressway | Suite 320 | Austin, Texas 78746
(d) (512) 220-2688 | (o) (512) 236-9900 | (f) (512) 236-9904
lemmon@slollp.com | www.slollp.com

This electronic message contains information from the law firm of Streusand, Landon, Ozburn & Lemmon, LLP. The contents may be privileged and confidential and are intended for the use of the intended addressee(s) only. If you are not an intended addressee, note that any disclosure, copying, distribution, or use of the contents of this message is prohibited. If you received this e-mail in error, please delete it and all copies and contact me at lemmon@slollp.com and/or (512) 220-2688. Thank you.

IRS Circular 230 Disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. Federal tax advice contained in this communication, (including any attachments) is not intended to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing, or recommending to another party any transaction or matter addressed herein.

EXHIBIT 28

Webster, Brent

From: Brandon R. Cammack <brandon@cammacklawfirm.com>
Sent: Thursday, October 1, 2020 8:22 AM
To: GeneralCounsel
Cc: Vassar, Ryan
Subject: Re: OCC Invoice & Expense Submission
Attachments: Fully_Executed_OAG_OCC.pdf; OAG Expenses.xlsx; September Invoice .pdf

Please see the attached OCC agreement so you can pay the attached invoices.

Respectfully,

Brandon R. Cammack

Cammack Law Firm, PLLC
4265 San Felipe Street, Suite 1100 Houston, TX 77027
Office: 713-300-9291
Fax: 817-523-8683

Downtown Rotary Club of Houston
Vice President

Houston Bar Association
Chair Elect

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On Sep 30, 2020, at 5:12 PM, GeneralCounsel <General.Counsel@oag.texas.gov> wrote:

We are unable to pay this invoice. In order to pay this invoice, we need a copy of the executed contract. We do not have a copy of the executed contract.

From: Brandon R. Cammack <brandon@cammacklawfirm.com>
Sent: Wednesday, September 30, 2020 12:31 PM
To: GeneralCounsel <General.Counsel@oag.texas.gov>
Subject: OCC Invoice & Expense Submission

Please see attached. A check mailed to the address below is acceptable.

Respectfully,

Brandon R. Cammack

Cammack Law Firm, PLLC
4265 San Felipe Street, Suite 1100 Houston, TX 77027

Office: 713-300-9291
Fax: 817-523-8683

Downtown Rotary Club of Houston
Vice President

Houston Bar Association
Chair Elect

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EXHIBIT 29

From: [Vassar, Ryan](#)
To: [Webster, Brent](#)
Subject: RE: Additional information on recent allegations
Date: Monday, October 12, 2020 4:17:57 PM
Attachments: [image002.png](#)

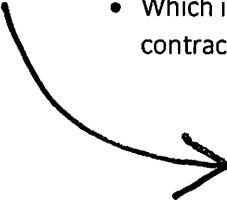
Brent:

Speaking of transparency, I think the questions I asked this morning are fair questions, and I'd appreciate direct answers. In the meantime, I've answered your questions below.

- What did you do with that information? Detailed information is appreciated.

I confirmed that the agency had no record of an approved agreement with Mr. Cammack. I determined that the contract emailed to me lacked a contract number, which further indicated that it had not been approved through the agency's contract-approval process. I also determined that there was not an approved *Signature Authorization Request* for the Attorney General's signature on this contract, which is a routine agency procedure.

- Which individuals in the office were made aware of the fact that Mr. Cammack provided you a contract with the General's signature on it? Names, please.



Then-First Assistant Jeffrey Mateer and other members of the executive staff who would have been involved in the process of approving a contract such as Mr. Cammack's.

- Did you notify General Paxton of the information you had just received?

No, I report directly to the deputy first assistant, so I reported this information through my immediate chain-of-command. Moreover, the Attorney General was traveling out-of-state during this time. Therefore, then-First Assistant Mateer was obligated to perform the Attorney General's duties in his absence. Tex. Gov't Code § 402.001(a).

Thank you in advance for your answers. You're welcome. Please immediately correct the agency's public statement falsely suggesting that I approved the Cammack contract or provided it to the Attorney General for his signature. I expect an answer today.

Thank you,
Ryan

From: Webster, Brent <Brent.Webster@oag.texas.gov>
Sent: Monday, October 12, 2020 8:53 AM

EXHIBIT 30

Webster, Brent

From: Bangert, Ryan
Sent: Thursday, October 1, 2020 12:56 PM
To: brandon@cammacklawfirm.com
Cc: Mateer, Jeff;Vassar, Ryan;Bangert, Ryan;"
";GeneralCounsel
Subject: Notice, Refusal and Termination
Attachments: Ltr to Cammack 10-1-20.pdf

Dear Mr. Cammack:

Attached please find a communication from First Assistant Attorney General Jeffrey Mateer.

Regards,

Ryan Bangert



Ryan L. Bangert
Deputy First Assistant Attorney General

Office of the Attorney General
P.O. Box 12548
Austin, Texas 78711-2548
(512) 936-0631



October 1, 2020

Via email (brandon@cammacklawfirm.com)

Mr. Brandon R. Cammack
Cammack Law Firm, PLLC
4265 San Felipe Street, Suite 1100
Houston, Texas 77027

Dear Mr. Cammack:

This letter serves to reiterate and confirm, again, that you have no valid contract with the Office of Attorney General. Moreover, to the extent you claim to have a valid agreement, this letter provides notice of termination, effective immediately, of any agreements that may exist between the Office of Attorney General and you or your firm.

You provided us with a copy of a document that purports to retain you as outside legal counsel on behalf of this office. The document appears to have been signed by Attorney General Ken Paxton. To be clear, this office has *no record* authorizing such a retention under our agency's operating policies and procedures. The Office of Attorney General, moreover, has grave concerns about the validity of this purported agreement. We believe this purported agreement is unlawful, invalid, unenforceable, against public policy, and may have been executed by the Attorney General under duress.

We further understand you have submitted an invoice for services that you claim to have rendered under this purported agreement. Because this purported agreement is unlawful, unauthorized, and unenforceable, the Office of Attorney General refuses to approve payment of the invoice. Moreover, we have learned that the work you are performing, purportedly in furtherance of this alleged agreement, has no connection whatsoever to any legitimate function of this office.

Finally, the Office of Attorney General has been notified that you are representing yourself to members of the public and government officials as a "Special Prosecutor" of the Office of Attorney General. The Office of Attorney General does not employ an outside legal counsel as a special prosecutor. Impersonating a public servant is a third-degree felony. TEX. PENAL CODE § 37.11. Continuing to represent yourself as a special prosecutor or other representative of the Office of Attorney General may constitute a crime under state law. We demand, again, that you immediately cease and desist from all activities purportedly taken on behalf of the Office of Attorney General. Please immediately confirm your compliance with this demand.

Regards,

A handwritten signature in black ink, appearing to read "Jeffrey C. Mateer".

Jeffrey C. Mateer
First Assistant Attorney General

EXHIBIT 31



7 People



audio



FaceTime



info

iMessage
Today 12:49 PM

Jeff Mateer

General Paxton, yesterday, each of the individuals on this text chain made a good faith report of violations of law by you to an appropriate law enforcement authority concerning your relationship and activities with Nate Paul. We request that you meet with us today in the eighth floor conference room at 3:00 p.m. to discuss this matter.



iMessage



EXHIBIT 32

Webster, Brent

From: Penley, Mark
Sent: Thursday, October 1, 2020 1:20 PM
To: Don Clemmer
Subject: GJ Subpoenas
Attachments: Letter.DClemmer.10.1.20 (002).docx

Don:

Please see the attached letter. Thanks for your help.

Regards,

Mark Penley
Deputy AG for Criminal Justice
512/936-1595



October 1, 2020

Via email (don.clemmer@traviscountytexas.gov)

Mr. Don Clemmer
Director, Special Prosecutions Division
Travis County District Attorneys Office
Austin, Texas

Dear Mr. Clemmer:

It has come to our attention that attorney Brandon Cammack of Houston, ostensibly acting as a "Special Prosecutor" for the Office of Attorney General, has recently requested and obtained the issuance of a number of subpoenas from the Travis County Grand Jury. To be clear, Mr. Cammack is not properly authorized to take any action on behalf of our office. Any representations he makes to the contrary are false, and he should not be permitted by you to take any further actions on behalf of our office.

Mr. Cammack has been notified that he is not properly authorized to act as a special prosecutor for the Office of Attorney General and has been directed immediately to cease and desist from all activities taken in that purported capacity. At your earliest convenience, please provide me, by email addressed to me at mark.penley@oag.texas.gov, with copies of each of those subpoenas for our review any further appropriate action.

Thank you for your assistance.

Respectfully,

s/ J. Mark Penley

J. Mark Penley
Deputy Attorney General for Criminal Justice

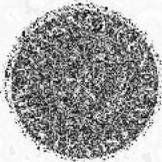
EXHIBIT 33

Webster, Brent

From: Vassar, Ryan
Sent: Thursday, October 1, 2020 2:51 PM
To:
Cc: Mateer, Jeff; Bangert, Ryan; Brickman, Blake; McCarty, Darren; Mase, Lacey; Penley, Mark
Subject: Scans from OAG
Attachments: Image2020-10-01-131826.pdf

Johnny,

Please see attached, per your request.



Ryan M. Vassar
Deputy Attorney General for Legal Counsel
Office of Attorney General Ken Paxton
P.O. Box 12548
Austin, Texas 78711-2548
(512) 475-4280

This message may contain confidential and/or privileged attorney-client communications or attorney work product and be exempted from required disclosure under the Texas Public Information Act, Texas Government Code chapter 552. The contents of this message should not be disclosed without the express authorization of the Attorney General.

EXHIBIT 34

Certificate Of Completion

Envelope Id: BDE0CE32E03C411A90C1EEF376A3C76E

Status: Declined

Subject: PLEASE EXPEDITE 9/4 OAG Outside Counsel Contract 2112142-01 Cammack Law Firm, PLLC (Crim Justice)

Template ID:

Source Envelope:

Document Pages: 23

Signatures: 0

Certificate Pages: 8

Initials: 4

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:

Heather Myers

PO Box 12548

Austin, TX 78711-2548

Heather.Myers@oag.texas.gov

IP Address: 204.64.50.212

Record Tracking

Status: Original

9/3/2020 9:36:56 PM

Holder: Heather Myers

Heather.Myers@oag.texas.gov

Location: DocuSign

Signer Events

Heather Myers

heather.myers@oag.texas.gov

Office of the Attorney General of Texas

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Accepted: 9/24/2019 9:55:24 PM

ID: 632b9ab0-d9a8-4a69-92c6-db95f703836f

Signature

Completed

Using IP Address: 204.64.50.212

Timestamp

Sent: 9/3/2020 10:24:49 PM

Viewed: 9/3/2020 10:25:03 PM

Signed: 9/3/2020 10:25:12 PM

Heather Myers

heather.myers@oag.texas.gov

Office of the Attorney General of Texas

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Accepted: 9/24/2019 9:55:24 PM

ID: 632b9ab0-d9a8-4a69-92c6-db95f703836f

Completed

Using IP Address: 204.64.50.212

Sent: 9/3/2020 10:25:15 PM

Resent: 9/3/2020 10:27:45 PM

Viewed: 9/3/2020 10:30:38 PM

Signed: 9/3/2020 10:30:55 PM

Lesley French

Lesley.French@oag.texas.gov

General Counsel

Office of the Attorney General of Texas

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign



Signature Adoption: Pre-selected Style

Using IP Address: 204.64.50.216

Sent: 9/3/2020 10:30:59 PM

Viewed: 9/4/2020 9:15:52 PM

Signed: 9/4/2020 9:18:06 PM

Joshua Godbey

Joshua.Godbey@oag.texas.gov

Office of the Attorney General of Texas

Signing Group: Joshua Godbey

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign



Signature Adoption: Pre-selected Style

Using IP Address: 107.77.221.187

Signed using mobile

Sent: 9/4/2020 9:18:11 PM

Viewed: 9/5/2020 12:31:01 PM

Signed: 9/5/2020 12:31:34 PM

Signer Events

Ryan Vassar
Ryan.Vassar@oag.texas.gov
Chief General Counsel
Office of the Attorney General of Texas
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Michael Jones
michael.jones@oag.texas.gov
Office of the Attorney General of Texas
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

L. Michele Price
Michele.Price@oag.texas.gov
Controller

Office of the Attorney General of Texas
Signing Group: L. Michele Price
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Mark Penley
Mark.Penley@oag.texas.gov
Deputy Attorney General for Criminal Justice
Office of the Attorney General of Texas
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Lacey Mase

Signing Group: Lacey Mase
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Katherine M. Carry
Katherine.Carry@oag.texas.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Brandon Cammack
brandon@cammacklawfirm.com
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Signature



Signature Adoption: Pre-selected Style
Using IP Address: 204.64.50.216

Completed

Using IP Address: 204.64.50.216



Signature Adoption: Pre-selected Style
Using IP Address: 204.64.50.216

Declined

Decline Reason: I cannot and will not sign this contract because the complainant has not provided all requested documents in his possession custody or control, and is thus non-cooperative. I believe the complainant is trying to manipulate the AG and me in an attempt to use the authority of this Office for his own personal legal and financial benefit. I cannot ethically proceed with the investigation or authorize another to do so under these circumstances.

Timestamp

Sent: 9/5/2020 12:31:37 PM
Viewed: 9/8/2020 9:23:15 AM
Signed: 9/15/2020 10:18:23 AM

Sent: 9/16/2020 2:23:40 PM
Viewed: 9/16/2020 3:32:37 PM
Signed: 9/16/2020 4:46:33 PM

Sent: 9/16/2020 4:46:36 PM
Viewed: 9/16/2020 6:40:40 PM
Signed: 9/16/2020 6:43:09 PM

Sent: 9/16/2020 6:43:14 PM
Viewed: 10/1/2020 4:06:37 PM
Declined: 10/1/2020 3:03:44 PM

Signer Events

Not Offered via DocuSign

Jeff Mateer

Jeff.Mateer@oag.texas.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Signature

Timestamp

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Conrad Swan

Conrad.Swan@oag.texas.gov

James Hoffman

James.Hoffman@oag.texas.gov

Lucinda Rodriguez

Lucinda.Rodriguez@oag.texas.gov

Bruce Williamson

Bruce.Williamson@oag.texas.gov

Natalie Brown

Natalie.Brown@oag.texas.gov

Karen Haywood

Karen.Haywood@oag.texas.gov

Lina Al Assadi

Lina.AlAssadi@oag.texas.gov

John Farren

John.Farren@oag.texas.gov

Office of the Attorney General of Texas

Signing Group: Expert Witness Contracts

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

COPIED

Sent: 9/16/2020 2:23:42 PM

Viewed: 9/30/2020 10:25:46 AM

FLD Contracts

FLDContracts@oag.texas.gov

Office of the Attorney General of Texas

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

COPIED

Sent: 9/16/2020 6:43:13 PM

Brittany Hornsey

Brittany.Hornsey@oag.texas.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Carbon Copy Events

Accounting Division

ACC_DocuSign_Contracts@oag.texas.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign**Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

9/16/2020 6:43:14 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

EXHIBIT 35

Webster, Brent

From: Penley, Mark
Sent: Thursday, October 1, 2020 8:45 PM
To:
Subject: FW: Subpoenas
Attachments: 4954 (1).docx.pdf; 4955 (1).docx.pdf; 4956 (1).docx.pdf; 4957 (1).docx.pdf; 4958 (1).docx.pdf; 4979 (A).docx.pdf; 4980 (1).docx.pdf; 4981 (1).docx.pdf; 4982 (1).docx.pdf

Johnny:
Please forward to the law enforcement agency.

Thanks,
Mark Penley

From: Don Clemmer <Don.Clemmer@traviscountytx.gov>
Sent: Thursday, October 1, 2020 2:07 PM
To: Penley, Mark <Mark.Penley@oag.texas.gov>
Subject: FW: Subpoenas

From: Bailey Molnar <Bailey.Molnar@traviscountytx.gov>
Sent: Thursday, October 1, 2020 12:54 PM
To: Don Clemmer <Don.Clemmer@traviscountytx.gov>
Cc: Amy Meredith <Amy.Meredith@traviscountytx.gov>
Subject: RE: Subpoenas

And the final 9 are attached. The total is 39 not 40, as I previously told Amy. My apologies!

If you have any questions please let me know.

Thank you so much,
Bailey Molnar

From: Bailey Molnar
Sent: Thursday, October 1, 2020 12:52 PM
To: Don Clemmer <Don.Clemmer@traviscountytx.gov>
Cc: Amy Meredith <Amy.Meredith@traviscountytx.gov>
Subject: RE: Subpoenas

Please find an additional 15 attached.

From: Bailey Molnar
Sent: Thursday, October 1, 2020 12:52 PM
To: Don Clemmer <Don.Clemmer@traviscountytx.gov>

Cc: Amy Meredith <Amy.Meredith@traviscountytexas.gov>

Subject: RE: Subpoenas

Good Afternoon Judge Clemmer,

Due to the volume of subpoenas I will have to send them in three batches. If it is easier for viewing please know that all signed subpoenas are also saved here: J:\GENS\CASES\Referred to AG's Office\BC Subpoenas\Completed Subpoenas.

Please find the first 15 attached! Thank you!

From: Amy Meredith <Amy.Meredith@traviscountytexas.gov>

Sent: Thursday, October 1, 2020 12:46 PM

To: Bailey Molnar <Bailey.Molnar@traviscountytexas.gov>; Todd Bircher <Todd.Bircher2@traviscountytexas.gov>; Don Clemmer <Don.Clemmer@traviscountytexas.gov>

Subject: Subpoenas

Afternoon-Bailey can you forward all the subpoenas you prepared to Don please? Go ahead and cc me too so I can save just in case.

Let me know if you have any questions!

Thanks!

This electronic mail message, including any attachments, may be confidential or privileged under applicable law. This email is intended solely for the use of the individual or entity to which it is addressed. If you are not the intended recipient of this email, you are notified that any use, dissemination, distribution, copying, disclosure or any other action taken in relation to the content of this email including any attachments is strictly prohibited. If you have received this email in error, please notify the sender immediately and permanently delete the original and any copy of this email, including secure destruction of any printouts.

Webster, Brent

From: Penley, Mark
 Sent: Thursday, October 1, 2020 12:51 PM
 To:
 Subject: FW: Subpoenas
 Attachments:
 43261 - 2 documents
 43271 - 1 document
 43281 - 1 document
 43291 - 1 document
 43301 - 1 document
 43311 - 1 document
 43321 - 1 document
 43331 - 1 document
 43341 - 1 document
 43351 - 1 document
 43361 - 1 document
 43371 - 1 document
 43381 - 1 document
 43391 - 1 document
 43401 - 1 document
 43411 - 1 document
 43421 - 1 document
 43431 - 1 document
 43441 - 1 document
 43451 - 1 document
 43461 - 1 document
 43471 - 1 document
 43481 - 1 document
 43491 - 1 document
 43501 - 1 document
 43511 - 1 document
 43521 - 1 document
 43531 - 1 document
 43541 - 1 document
 43551 - 1 document
 43561 - 1 document
 43571 - 1 document
 43581 - 1 document
 43591 - 1 document
 43601 - 1 document
 43611 - 1 document
 43621 - 1 document
 43631 - 1 document
 43641 - 1 document
 43651 - 1 document
 43661 - 1 document
 43671 - 1 document
 43681 - 1 document
 43691 - 1 document
 43701 - 1 document
 43711 - 1 document
 43721 - 1 document
 43731 - 1 document
 43741 - 1 document
 43751 - 1 document
 43761 - 1 document
 43771 - 1 document
 43781 - 1 document
 43791 - 1 document
 43801 - 1 document
 43811 - 1 document
 43821 - 1 document
 43831 - 1 document
 43841 - 1 document
 43851 - 1 document
 43861 - 1 document
 43871 - 1 document
 43881 - 1 document
 43891 - 1 document
 43901 - 1 document
 43911 - 1 document
 43921 - 1 document
 43931 - 1 document
 43941 - 1 document
 43951 - 1 document
 43961 - 1 document
 43971 - 1 document
 43981 - 1 document
 43991 - 1 document
 44001 - 1 document

Please forward to the law enforcement agency.

Thanks, Mark

From: Don Clammer <Don.Clammer@treas.state.nh.gov>
 Sent: Thursday, October 1, 2020 12:51 PM
 To: Penley, Mark <Mark.Penley@eng.treas.gov>
 Subject: FW: Subpoenas

From: Bailey Aolmer <Bailey.Aolmer@treas.state.nh.gov>
 Sent: Thursday, October 1, 2020 12:51 PM
 To: Don Clammer <Don.Clammer@treas.state.nh.gov>
 Cc: Amy Meredith <Amy.Meredith@treas.state.nh.gov>
 Subject: RE: Subpoenas

Good afternoon Judge Clammer,

Due to the volume of subpoenas I will have to send them in three batches. If it is easier for viewing, please know that all stated subpoenas are also saved here: [NH STATE OFFICE REFERRED TO AG'S OFFICE 100 Subpoenas Completed Subpoenas](#)

Please find the first 25 attached. (Thank you)

From: Amy Meredith <Amy.Meredith@treas.state.nh.gov>
 Sent: Thursday, October 1, 2020 1:26 PM
 To: Bailey Aolmer <Bailey.Aolmer@treas.state.nh.gov>; Todd Sticher <Todd.Sticher@treas.state.nh.gov>; Don Clammer <Don.Clammer@treas.state.nh.gov>
 Subject: Subpoenas

Afternoon Bailey can you forward all the subpoenas you prepared to Don please? Go ahead and cc me too so I can save just in case.

Let me know if you have any questions!

Thanks!

This electronic mail message, including any attachments, may be confidential or privileged under applicable law. This email is intended solely for the use of the individual or entity to which it is addressed. If you are not the intended recipient of this email, you are notified that any use, dissemination, distribution, copying, disclosure or any other action taken in relation to the content of this email including any attachments is strictly prohibited. If you have received this email in error, please notify the sender immediately and permanently delete the original and any copy of this email, including secure destruction of any printouts.

Webster, Brent

From: Penley, Mark
Sent: Thursday, October 1, 2020 8:47 PM
To:
Subject: FW: Subpoenas
Attachments: 4950 (Wireless-5).docx.pdf; 4951 (Wireless-6).docx.pdf; 4952 (Wireless-7).docx.pdf; 4953 (Wireless-8).docx.pdf; 4939 (Wireless-4).docx.pdf; 4940 (Wireless-5).docx.pdf; 4941 (Wireless-6).docx.pdf; 4942 (Wireless-7).docx.pdf; 4943 (Wireless-8).docx.pdf; 4944 (Wireless-9).docx.pdf; 4945 (Wireless-10).docx.pdf; 4946 (Wireless-11).docx.pdf; 4947 (Wireless-12).docx.pdf; 4948 (Wireless-13).docx.pdf; 4949 (Wireless-14).docx.pdf

Johnny:
Please forward to the law enforcement agency.

Thanks, Mark Penley

From: Don Clemmer <Don.Clemmer@traviscountytx.gov>
Sent: Thursday, October 1, 2020 2:07 PM
To: Penley, Mark <Mark.Penley@oag.texas.gov>
Subject: FW: Subpoenas

From: Bailey Molnar <Bailey.Molnar@traviscountytx.gov>
Sent: Thursday, October 1, 2020 12:53 PM
To: Don Clemmer <Don.Clemmer@traviscountytx.gov>
Cc: Amy Meredith <Amy.Meredith@traviscountytx.gov>
Subject: RE: Subpoenas

Please find an additional 15 attached.

From: Bailey Molnar
Sent: Thursday, October 1, 2020 12:52 PM
To: Don Clemmer <Don.Clemmer@traviscountytx.gov>
Cc: Amy Meredith <Amy.Meredith@traviscountytx.gov>
Subject: RE: Subpoenas

Good Afternoon Judge Clemmer,

Due to the volume of subpoenas I will have to send them in three batches. If it is easier for viewing please know that all signed subpoenas are also saved here: J:\GENS\CASES\Referred to AG's Office\BC Subpoenas\Completed Subpoenas.

Please find the first 15 attached! Thank you!

From: Amy Meredith <Amy.Meredith@traviscountytx.gov>
Sent: Thursday, October 1, 2020 12:46 PM

To: Bailey Molnar <Bailey.Molnar@traviscountytx.gov>; Todd Bircher <Todd.Bircher2@traviscountytx.gov>; Don Clemmer <Don.Clemmer@traviscountytx.gov>

Subject: Subpoenas

Afternoon-Bailey can you forward all the subpoenas you prepared to Don please? Go ahead and cc me too so I can save just in case.

Let me know if you have any questions!

Thanks!

This electronic mail message, including any attachments, may be confidential or privileged under applicable law. This email is intended solely for the use of the individual or entity to which it is addressed. If you are not the intended recipient of this email, you are notified that any use, dissemination, distribution, copying, disclosure or any other action taken in relation to the content of this email including any attachments is strictly prohibited. If you have received this email in error, please notify the sender immediately and permanently delete the original and any copy of this email, including secure destruction of any printouts.

EXHIBIT 36

Inventory of J. Mateer Office Items Relocated to PDB 802G

Focus: Identify State Records and Property

October 7, 2020

PART 1: Summary of Findings

The items reviewed for this inventory were originally located in Mr. Mateer's office. The items were boxed and relocated to PDB 802G by Ms. Brittany Hornsey earlier in the week. Ms. April Norris conducted a review of these items in PDB 802G on 10/7/2020.

In total, twelve standard record boxes, 1 large shipping box, 1 black briefcase, and 13 individual items were reviewed. The large shipping box (containing framed paintings/photos), the black briefcase (minus 1 OAG shoulder bag), and the 13 individual items (primarily framed paintings/photos/posters and personalized award certificates) were determined to not be state record or property.

Of the twelve record boxes reviewed, seven were determined to not contain state record or property. The remaining five boxes (numbered and labelled 1, 5, 7, 8, and 11) were found to contain state records and/or property. The identified items were removed from the original boxes: state records were consolidated into Box 7, and state property was turned over to Ms. Hornsey. By request, Box 7 was placed in Ms. Hornsey's office (witnessed by Ms. Hornsey) at the conclusion of the review.

Part 2 of this report provides details of the identified state records and property, including actions needed and recommended records classification. Part 3 of this report provides a summarized inventory of the twelve numbered boxes.

PART 2: Detail of Identified State Records & Property

Agency Property Items

The items listed below were removed from the reviewed items and given to Brittany Hornsey to store or disseminate, as appropriate:

- Shoulder bag: Gray, embossed with the OAG agency seal. (Bag was empty)
- Book: *At the End of the Day* by Lewis Senior.
- Book: *Blockchain and the Law* by Primavera De Filippi.
- Business card holder: brown, embossed w/ OAG agency seal
- Pen sets: 2 sets of wooden pen, imprinted with OAG agency name, includes wooden boxes
- OAG agency seal stickers: small stack
- File Portfolio: black, embossed with OAG state seal
- File Portfolio: brown, embossed with State Police seal & personalized with Mr. Mateer's name

State Records

The items listed below were identified as state records and reorganized into Box 7, labeled "Journals." These items have been classified according to the current agency Records Retention Schedule (RRS).

- Digital storage USB keys (17 count)
 - ACTION NEEDED - these items need to be reviewed to determine if agency records are stored on each USB device. The ITS and/or PIC divisions may be able to provide assistance.

- Handwritten notes on loose, lined paper - three sets
 - Two sets appear to be notes taken by Mr. Mateer while attending conference and/or training sessions; the third set appears to be notes taken by Mr. Mateer during his agency orientation
 - Recommended Records Classification for all three sets of records
 - AIN 61F: Transitory Information (located on page 24 of the OAG RRS)
 - Retention: AC, with AC = Purpose of record has been fulfilled

- File folder labeled "Speeches"
 - Printed, working papers for undated speeches
 - Recommended Records Classification
 - AIN 56: Speeches, Papers and Presentations (page 16 of the OAG RRS)
 - Retention: AC, with AC = End of term in office or termination of service in a state position.
 - NOTE: This records series has an Archival Code and can not be dispositioned before consulting with the Texas State Archives.

- Journals
 - A total of 34 "journal" items were identified as state record. All items share the same recommended records classification
 - AIN 12: Calendars, Appointment and Itinerary Records (page 6 of the OAG RRS)
 - Retention: CE+1, with CE = Calendar year end.
 - NOTE: This records series has an Archival Code for Mr. Mateer's position and cannot be dispositioned before consulting with the Texas State Archives.
 - NOTE: These records contain both professional and personal details. All of these records should be managed as confidential/sensitive information and should be reviewed by the PIC Officer prior to any use/copy/release.

 - Detail of Journal Items
 - One leather bound journal, embossed with "Hope for the Heart"
 - The leather binding may be returned to Mr. Mateer. The inside journal is identified as state record (3/2015 - 5/2016).
 - Ten black itinerary journals
 - Four journals for 2018
 - 1/2018 - 3/2018
 - 4/2018 - 6/2018

- 7/2018 – 9/2018
 - 10/2018 – 12/2018
 - Four journals for 2019
 - 1/2019 - 3/2019
 - 4/2019 – 6/2019
 - 7/2019 – 9/2019
 - 10/2019 – 12/2019
 - Two journals for 2020
 - 1/2020 - 3/2020
 - 4/2020 – 6/2020
- Twenty-three small notebooks
 - NOTE: The leather binding for notebook dated 11/2019 – 1/2020 may be returned to Mr. Mateer. The inside journal is identified as state record.
 - Four for 2016
 - 6/2016 – 6/2016
 - 7/2016 – 9/2016
 - 8/2016 – 10/2016
 - 10/2016 – 12/2016
 - Six for 2017
 - 12/2016 – 2/2017
 - 2/2017 – 4/2017
 - 5/2017 – 6/2017
 - 6/2017 – 8/2017
 - 8/2017 – 11/2017
 - 11/2017 – 1/2018
 - Seven for 2018
 - 1/2018 – 3/2018
 - 4/2018 (appears to be reading notes from “Turn the Ship”)
 - 3/2018 – 5/2018
 - 5/2018 – 6/2018
 - 7/2018 – 8/2018
 - 9/2018 – 10/2018
 - 10/2018 – 12/2018
 - Six for 2019
 - 12/2018 – 1/2019
 - 1/2019 – 3/2019
 - 3/2019 – 4/2019
 - 5/2019 – 6/2019
 - 7/2019 – 11/2019
 - 11/2019 – 1/2020 (leather binding)

PART 3: Inventory of Numbered Boxes

Box 1: Books (26 count); Removed state property

- Removed book 1: *At the End of the Day* by Lewis Senior. This book was inscribed to "Missy." Gave book to Brittany Hornsey to see if it belonged to Missy Cary.
- Removed book 2: *Blockchain and the Law* by Primavera De Filippi. This book was stamped as state property. Gave book to Brittany Hornsey.

Box 2: Books (35 count); No state records or marked property

Box 3: Books (16 count); No state records or marked property

Box 4: Cups, travel mugs & other items; No state records or marked property

Box 5: Desk Drawer Small Items, Drink coasters, Small Speaker & Family Photos; Removed state records and property:

- Removed file folder labelled "Speeches"
- Removed 17 USB keys
- Removed OAG embossed pleather business card holder, inside OAG business cards for Mr. Mateer.
- Removed 2 OAG imprinted wooden pen sets, including 2 wooden storage boxes
- Removed small stack of small, round OAG seal stickers

Box 6: Bobble-Head statutes, bookends & award plaques; No state records or marked property

Box 7: Journals (52 items); Removed non-agency records and property:

- **NOTE:** This box was managed differently as the majority of the contents were identified as state record. Therefore, the non-agency items were removed and the agency items were left in the box. Detail of identified records from this box (34 items) provided in PART 2 of this report.
- Non-agency items removed included: 1 large Ziploc bag of K-kups, 3 copies "The Constitution of the United States" booklet, 1 copy "The Declaration of Independence" booklet, and 1 copy of the 2018 85th Texas Legislature Roster

Box 8: Small statuary & green sweater; Removed state records and property

- Removed black, portfolio embossed with OAG state seal, inside OAG business cards for Mr. Mateer.
- Removed brown portfolio embossed with State Police seal & personalized with Mr. Mateer's name.
- Removed loose, handwritten state records

Box 9: Small framed items (17 items); No state records or marked property

Box 10: Books (28 books); No state records or marked property

Box 11: Books (17 books); Removed state records

- Removed journal for 2nd Quarter of 2020 (4/2020-6/2020)

Box 12: Books (30 books); No state records or marked property

EXHIBIT 37

Nate Paul Case

1. Can we get the original document? No
2. Establish a timeline from when the person created the original document to current date. "they believe the document was received in an altered state".
3. How was the document created?
4. How was the document encrypted?
5. What did he encrypt the file with?
6. What application did he use?
7. Who did it go to regarding "chain of custody"?
 - a. Email, electronic, word document, PDF, Scanned
8. Was an application utilized on the AUSA phone to open the original sealed document?
9. The original, how was it created? Was it a word document? Was it scanned?
10. How was the document saved?
11. Did the Judge sign/resend the document?
12. Can we talk to the AUSA Alan Buie?
13. If using an anti-virus, does it automatically scan email attachments?
14. What Forensic Examiner/Company did he use?
15. At what point was information redacted?

EXHIBIT 38



KEN PAXTON
ATTORNEY GENERAL OF TEXAS

June 2, 2020

Ms. M.L. Calcote
Assistant General Counsel
Texas Department of Public Safety
P.O. Box 4087
Austin, Texas 78773-0001

Dear Ms. Calcote:

You ask whether certain information is subject to required public disclosure under the Public Information Act (the "Act"), chapter 552 of the Government Code. Your request was assigned ID# 828822 (ORR# 20-0983).

The Texas Department of Public Safety (the "department") received a request for communications regarding specified topics and a specified address. The department claims the submitted information is excepted from disclosure under section 552.108 of the Government Code. The department also states, and provides documentation showing, it notified the Federal Bureau of Investigation (the "FBI") of the department's receipt of the request for information and of the FBI's right to submit arguments to this office as to why the requested information should not be released.¹ *See* Gov't Code § 552.304 (interested party may submit comments stating why information should or should not be released). We have considered the claimed exception and reviewed the submitted information. We have also received and considered comments submitted by FBI.

We note the requested information is the subject of pending litigation in *Joseph Larsen v. Texas Department of Public Safety*, Cause No. D-1-GN-20-002155, in the 459th Judicial District, Travis County, Texas. Notwithstanding pending litigation, our office generally will issue a determination under Government Code section 552.306 where our office has not previously ruled on the precise information at issue. *See* Open Records Decision No. 687 at 3 (2011) ("Section 552.306 does not authorize [this office] to refuse to perform the duty to issue an open records ruling simply because the same disclosure question is pending before a Texas Court."). However, in this instance, we note the litigation at issue and the corresponding determination regarding applicability of the claimed exceptions involve factual questions that can be more appropriately—and conclusively—addressed through the

¹ Although the department received the request on March 12, 2020, the department did not notify the FBI of the department's receipt of the request until May 5, 2020. Our office received comments from the FBI on May 15, 2020.

judicial process where the parties may engage in discovery and more fully develop their factual claims and defenses.

Additionally, the failure of DPS to timely notify the FBI of the underlying request and the FBI's provision of substantially redacted comments to the requestor prevents our office from issuing a ruling in accordance with the statutory requirements specified in section 552.306 of the Government Code. *See* Gov't Code § 552.306 (providing that the attorney general shall promptly render a requested decision "consistent with the standards of due process"). Accordingly, we are closing our file assigned ID# 828822 without issuing a decision and will allow the trial court to determine whether the information at issue must be released to the public.

Sincerely,

James L. Coggeshall
Assistant Attorney General
Open Records Division

JLC/rm

Ref: ID# 828822

Enc. Submitted documents

c: Requestor
(w/o enclosures)

EXHIBIT 39

Texas Non-Profit Corporation Act², the Texas Miscellaneous Corporation Laws Act³, and acting within the scope of his duty to protect the public interest in charitable funds held in trust for the public.

3.0 JURISDICTION AND VENUE

3.1 Jurisdiction in this Court is proper under § 115.001 of the Texas Property (Trust) Code and venue is proper in Travis County under §123.005(a) of the Texas Property (Trust) Code because this is a proceeding brought by the Attorney General alleging, among other things, breach of fiduciary duty.

4.0 PARTIES

4.1 Greg Abbott, Attorney General of the State of Texas, is the petitioner in this suit, acting on behalf of the public interest in charity. The Attorney General's principal office is located at 209 West 14th Street, 8th Floor, Austin, Texas 78701.

4.2 Defendant, the Mitte Foundation, is a Texas, nonprofit corporation with its principal place of business in Travis County, Texas. Service of process by serving its registered agent for service is not necessary at this time as it is understood that counsel for the Mitte Foundation will accept service.

5.0 STATEMENT OF FACTS

2

TEX.REV.CIV.STAT.ANN., Arts. 1396-1.01 through 1396-11.02. In this pleading, the articles of the Non-Profit Corporation Act are cited as "NPCA, Art. X.XX," e.g., TEX.REV.CIV.STAT.ANN., Art. 1396-1.01 is cited as "NPCA, Art. 1.01."

3

TEX.REV.CIV.STAT.ANN., Arts. 1302-1.01 through 1302-7.09. In this pleading, the articles of the Miscellaneous Corporation laws Act are cited as "MCLA, Art. X.XX," e.g., TEX.REV.CIV.STAT.ANN., Art. 1302-1.01 is cited as "MCLA, Art. 1.01."

5.1 The Mitte Foundation is a Texas nonprofit corporation founded by Roy F. and Joann Cole Mitte in 1994. Historically, the Mitte Foundation's activities have included providing scholarships to higher education institutions for qualified individuals; providing academic grants to selected higher education institutions for academic programs; and making awards or grants to or for the benefit of qualified nonprofit charitable, educational, scientific, or religious organizations, or other programs or projects administered by those organizations.

5.2 At the time of its original incorporation in 1994, the affairs and business of the corporation were managed by the Board of Directors. The two members of the Mitte Foundation at the time of the original incorporation, Roy F. and Joann Cole Mitte served on the original Board of Directors. In 2003, the Articles of Incorporation were amended to add Michael Scott Mitte ("Scott Mitte") as the third member of the corporation. In 2004, the Articles of Incorporation were amended to state "Management of the business and affairs of the corporation shall be vested in the members of the corporation. The corporation may limit the authority of the Board of Directors to whatever extent as may be set forth in the Articles of Incorporation and Bylaws."

5.3 By 2008, following the deaths of Roy F. and Joann Cole Mitte, Scott Mitte was the sole member of the Mitte Foundation.

5.4 On March 24, 2008, Scott Mitte was arrested for a second time for possession of cocaine. Scott Mitte's first arrest had not been revealed to the Board of Directors of the Mitte Foundation. The second arrest was revealed and discussed.

5.5 Following the reporting of Scott Mitte's arrest the Office of the Attorney General opened an investigation of the Mitte Foundation on April 24, 2008, sending out a request to examine documents pursuant to the Texas Miscellaneous Corporation Laws Act.

5.6 The Attorney General's extensive investigation of the Mitte Foundation and Scott Mitte's role in the Mitte Foundation revealed the following improper actions by Scott Mitte in his capacity as a member and officer of the Mitte Foundation:

- a. improper use of Mitte Foundation credit cards for private use by Scott Mitte;
- b. improper personal use of Foundation property by Scott Mitte;
- c. Scott Mitte's failure to secure board approval for \$600,000 worth of renovations to the carriage house property behind the main Mitte Foundation offices, at a time when the Foundation was in financial difficulty;
- d. Scott Mitte's authorization and acceptance of excessive executive compensation;
- e. failure of the members of the Mitte Foundation to conduct a meaningful salary and performance review of Scott Mitte;
- f. failure to review the performance of Scott Mitte in his role as Mitte Foundation president;
- g. improper spending of Mitte Foundation assets on travel by Scott Mitte;
- h. breach of the duty of loyalty by Scott Mitte in his insistence on receiving full pay and benefits while taking a year's leave of absence in lieu of stepping down as requested by certain member of the Board;
- i. poor management and investing of Mitte Foundation funds by Scott Mitte;
- j. poor oversight by members of the Mitte Foundation over finances of the Mitte Foundation;
- k. retaliatory removal of a dissenting director by Scott Mitte.

5.7 In the face of pressure from the Attorney General's Office, Scott Mitte resigned as a Member, Officer, and Director of the Mitte Foundation.

6.0 CAUSES OF ACTION

Violations of the NPCA

6.1 The Attorney General reasserts the factual allegations contained in paragraphs 5.1 to 5.7 above.

6.2 The Mitte Foundation is a non-profit, charitable corporation based in the State of Texas and holds its assets in charitable trust on behalf of the public subject to the statutory duties of officers and directors. The Mitte Foundation itself has a fiduciary duty to the public and other statutory duties imposed by the Non-Profit Corporation Act ("NPCA").

6.3 The Mitte Foundation violated Act 2.24 of the NPCA by distributing the assets of the corporation to Scott Mitte as an officer and employee of the corporation, in excess of reasonable compensation for services provided in furtherance of the charitable mission of the corporation.

6.4 This violation of the NPCA by the Mitte Foundation amounts to a breach of its fiduciary duties to the public.

Common Law Breach of Fiduciary Duty

6.5 The Attorney General reasserts the factual allegations contained in paragraphs 5.11 above.

6.6 As the Mitte Foundation holds its assets in trust for the benefit of the public and for the charitable purposes for which the non-profit corporate entity is dedicated, the Mitte Foundation owes a fiduciary duty to the citizens of the State of Texas to use the nonprofit

corporate assets held for the mission and purposes intended, and for no other. Since the Mitte Foundation has failed to properly hold these assets in trust, it has breached its fiduciary duties.

Injunctive Relief Sought

6.7 Based on the above-recited facts, the Attorney General requests that the Court issue a Temporary Injunction and after trial hereof, a Permanent Injunction enjoining the Board from allowing Scott Mitte to participate in the Mitte Foundation as member of the Board of Directors, an Officer, or an employee. Based on Scott Mitte's past breaches of fiduciary duty, the Attorney General believes that it would be in the best interests of the foundation and the public's interest in charity that Mr. Mitte's be barred from any type of further participation in the affairs of the Mitte Foundation.

6.8 The Attorney General's sworn petition demonstrates that he has pleaded a cause of action upon which he will probably prevail on the merits. There is no remedy at law which will adequately protect the public's interest in charity. The granting of the extraordinary relief requested is in the public interest because it will protect the public's interest in charity.

7. ATTORNEYS FEES

7.1 Due to the age of the Mitte Foundation, the Attorney General has found it necessary to investigate and prosecute this action. Consequently, the Attorney General requests that this Court adjudge against The Mitte Foundation, all attorneys' fees, investigators' fees and costs of court pursuant to TEX.GOV'T. CODE ANN., § 402.006(c), TEX.PROP. CODE ANN. §§ 123.005(b), and § 14.064.

PRAAYER

WHEREFORE, Attorney General Greg Abbott, on behalf of the public interest in charity, respectfully prays the Court:

1. To waive citation as it is anticipated this cause will be resolved through an agreed judgment;
2. Award all relief, whether legal or equitable, as may be necessary to vindicate the public's interest in charity; and
3. Award the Attorney General his costs of court, including his reasonable attorneys fees and investigatory expenses.

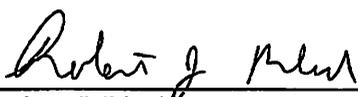
Respectfully submitted,

GREG ABBOTT
Attorney General of Texas

C. ANDREW WEBER
First Assistant Attorney General

JEFF L. ROSE
Deputy First Assistant Attorney General

PAUL D. CARMONA, Chief
Consumer Protection and Public Health Division


Robert J. Blech
State Bar of Texas No. 00790320
Assistant Attorney General
Charitable Trusts Section
P.O. Box 12548 MC 010
Austin, Texas 78711-2548
(512) 475- 4360 Direct Dial
(512) 322- 0578 Facsimile
robert.blech@oag.state.tx.us

No. _____

ATTORNEY GENERAL GREG
ABBOTT,
ON BEHALF OF THE PUBLIC
INTEREST IN CHARITY,

Plaintiff

v.

THE ROY F. AND JOANN COLE MITTE
FOUNDATION, A NONPROFIT
CORPORATION

Defendant

§
§
§
§
§
§
§
§

IN THE DISTRICT COURT OF

TRAVIS COUNTY, TEXAS

JUDICIAL DISTRICT

AGREED JUDGMENT

COMES NOW, Plaintiff, Attorney General Greg Abbott, ("Attorney General"), on behalf of the public interest in charity, and Defendant, the Roy F. and Joann Cole Mitte Foundation, a Texas nonprofit corporation, and consent to the entry of the following AGREED JUDGMENT, and would show as follows:

The Office of the Attorney General of Texas ("OAG") on behalf of the public interest in charity and as the enforcement authority over charitable nonprofit corporations, filed this action against the Roy F. and Joann Cole Mitte Foundation ("Mitte Foundation") to address certain issues related to the performance and breaches of duty by Scott Mitte in his role as the sole member and CEO of the Foundation. The Mitte Foundation has fully cooperated with the Attorney General in reviewing and revising its articles of incorporation, bylaws, corporate policies and corporate procedures, to address the Attorney General's concerns.

Specifically, the Mitte Foundation has voluntarily made the following changes and agrees to maintain these changes in the future:

Unofficial copy Travis Co. District Clerk Vela L. Price

1. Amendment of the Articles of Incorporation of the Mitte Foundation, to eliminate the member class from the corporation;

2. Amendment of the Articles of Incorporation of the Mitte Foundation to change the corporation from a member managed and controlled nonprofit corporation, to a nonprofit corporation managed and controlled by its board of directors;

3. Acceptance of the resignation of Chief Executive Officer, Lifetime Chairman of the Board of Directors, and Lifetime Board of Directors member, Michael Scott Mitte ("Scott Mitte");

3. Amendment of the Articles of Incorporation and Bylaws to remove all provisions specifically related to Scott Mitte;

4. Amendment of the Bylaws to raise the age at which Roy F. Mitte III and LaciAnne Cole Carriere shall become lifetime directors from age eighteen to twenty-one;

Mitte Foundation further agrees to:

1. Maintain a lifetime prohibition on Scott Mitte serving as:

(a) a member of the Mitte Foundation Board of Directors;

(b) a Mitte Foundation corporate officer;

(c) a Mitte Foundation employee;

(d) an honorary director of the Mitte Foundation Board of Directors; or

(e) a member of a committee or a committee chair;

2. The Mitte Foundation agrees to pay to Scott Mitte no more than \$8,837.32 for the purpose of reimbursement of continuing medical insurance benefits as a final settlement of any potential claims. The Board further agrees that Scott Mitte will not be the recipient of any Mitte Foundation funds now or in the future;

3. The Mitte Foundation agrees to expand the board of directors from four directors to seven directors with the addition of three additional directors to be selected within one year from the date this Judgment is signed;

4. The Mitte Foundation agrees to use its best efforts in seeking qualified outside directors to serve on the Mitte Foundation board;

5. The Mitte Foundation shall maintain no less than eight board directors at such time as all three of the lifetime directors of the Mitte Foundation have assumed their positions on the board, at the age of 21. At all times for the duration of the Mitte Foundation, the number of directors shall not be less than eight;

6. The Mitte Foundation agrees that its lifetime directors Roy F. Mitte III and LaciAnne Cole Carriere shall obtain training in foundation and nonprofit management, prior to joining the board;

7. The Mitte Foundation agrees to pay the Attorney General's office \$25,000 for its Attorney's fees and costs of investigation.

All other relief sought by the OAG is dismissed with prejudice. Each party is to bear its own taxable costs.

Signed this _____ day of _____, 2009.

PRESIDING JUDGE

Agreed and Accepted by:

Office of the Attorney General of Texas

By: Robert J. Blech

Robert J. Blech
State Bar No.00790320
Assistant Attorney General
Charitable Trusts Section
Consumer Protection Division
Office of the Attorney General of Texas
P.O. Box 12548
Austin, Texas 78711-2548
Phone: (512) 475-4360
Fax: (512) 322- 0578

Agreed as to Form:

Attorneys for the Roy F. and Joann Cole Mitte Foundation

By: Shane W. Hudson

Shane W. Hudson
State Bar No. 24049199
Fizer, Beck, Webster, Bentley & Scroggins, P.C.
1330 Post Oak Boulevard, Suite 2900
Houston, Texas 77056
Phone: (713) 940-7710
Fax: (713) 963-8469

Unofficial Copy Travis Co. District Clerk Veva L. Price

Agreed and Accepted:

The Roy F. and Joann Cole Mitte Foundation

By: [Signature]

Dilum Chandrasoma
President, the Roy F. And Joann Cole Mitte Foundation

Authorized Agent for the Roy f. and Joann Cole Mitte Foundation

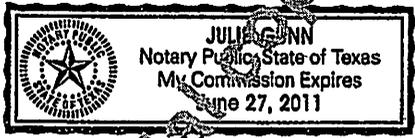
THE STATE OF TEXAS §
 §
COUNTY OF §

On this 21st day of April 2009, before me, the undersigned authority, personally appeared Dilum Chandrasoma, who is personally known to me and acknowledged himself/herself to be an authorized agent for the Roy F. And Joann Cole Mitte Foundation, and he, as such an agent, being authorized to do so, executed the foregoing Agreed Judgment for the purpose and consideration therein contained by signing for the Roy F. And Joann Cole Mitte Foundation by himself as an agent for such.

In witness whereof I hereunto set my hand and official seal.

[Signature]
Notary Public, State of Texas

My Commission Expires: 6/27/11



Unofficial Copy Travis Co. District Clerk Veiva L. Price

EXHIBIT 40

GREGOR | WYNNE | ARNEY, PLLC

MICHAEL J. WYNNE
TWO HOUSTON CENTER
909 FANNIN STREET, STE. 3800
HOUSTON, TX 77010
DIRECT: (713) 331-2458
CELL: (281) 450-7403
E-MAIL: MWYNNE@GCFIRM.COM

October 11, 2020

Ken Paxton
Attorney General of Texas
Office of the Attorney General

Brent Webster
First Assistant Attorney General
Office of the Attorney General

Via email delivery

Re: DEMAND FOR PRESERVATION OF DOCUMENTS AND LITIGATION HOLD

Dear Attorney General Paxton:

Please be advised of the enclosed notice of demand for preservation of documents regarding recent events involving my client, Nate Paul, and actions and inactions by the Office of the Attorney General (“OAG”), as detailed below. As you are aware, my client was subjected to governmental searches during the course of which several egregious violations of state and federal law occurred (the “Search”), and regarding which a complaint was filed under state law.

The mishandling of this complaint as outlined below has risen to an alarming level. My client was deprived of a proper review of his complaint, as the review became the collateral damage of apparent dysfunction in the OAG.

This dysfunction culminated in (i) my client’s confidential complaint being leaked by your office into the public domain¹, (ii) the hasty citing of inapplicable statutes to “close” the review of the complaint, and (iii) inaccurate statements proffered by employees of the OAG regarding the complaint review and other matters, which appear intended to damage my client.

To this day, no formal review has been conducted to investigate the serious matters set forth in my client’s complaint.

¹ The disclosure to media of confidential government records concerning the Complaint Review is a violation of Texas Penal Code Sec. 37.10, which provides in relevant part: “A person commits an offense if he: . . . (4) possesses . . . a governmental record with the intent that it be used unlawfully.”

Accordingly, demand is hereby made that the Office of the Attorney General not destroy, conceal or alter any paper or electronic files, other data generated by and/or stored on computer systems and storage media (e.g. hard disks, floppy disks, backup tapes) or any other electronic data, such as voicemails and text messages, that in any way relate to or concern the matters set forth in this notice. This includes, but it not limited to e-mail and other electronic communications; word processing documents; spreadsheets; databases; calendars; telephone logs; contact manager information; internet usage files; offline storage or information stored on removable media; information contained on laptops or other portable devices; and network access information.

I. Mishandling of Complaint Review

In May 2020, my client sought guidance on the protocol for reporting a complaint regarding the Search, and you informed my client that such a complaint must be filed with the Travis County District Attorney's Office ("Travis County DA"). The Travis County DA's office in turn was professional and provided us guidance regarding the process for filing a complaint, which my client then filed (the "Complaint").

On June 10, 2020, the Travis County DA determined that because the Complaint involves an employee of the Department of Public Safety ("DPS") it would be inappropriate to refer it to the Public Integrity Unit of DPS, which would normally be the appropriate agency. In light of this, the Travis County DA referred the Complaint to the Office of the Attorney General, and the OAG accepted the referral ("Complaint Review").

After nearly seven weeks of inaction, the OAG set an initial meeting with my client and me to discuss the matters set forth in the Complaint. This meeting took place on July 21, 2020, at which Mr. Paul, OAG Director of Law Enforcement David Maxwell, and I were present ("Initial Meeting").

My client and I discussed the substance of the Complaint with Mr. Maxwell and were met with open hostility. Mr. Maxwell said that, having spent 40+ years as an employee of DPS, he would never accept any claim that law enforcement officials executed a search without proper authorization, no matter what evidence we showed him. He berated and insulted my client for bringing the Complaint and attempted to intimidate me and my client to deter us from pursuing the matter further.

It is alarming that, while the Complaint was referred to the OAG rather than DPS specifically to avoid such bias, your office assigned the Complaint Review to Mr. Maxwell, a former DPS Texas Ranger. Consistent with OAG protocol, the Initial Meeting was recorded, and your office has in its possession the original copy of the recording. It is our understanding that you, First Assistant AG Jeff Mateer, and Deputy AG for Criminal Justice Mark Penley reviewed the recording and expressed your own concerns about Mr. Maxwell's inappropriate conduct.

A subsequent meeting was then scheduled with Mr. Maxwell and Mr. Penley where we were regrettably met with the same hostile attitude. Mr. Maxwell in particular became more aggressive. At one point, Mr. Maxwell yelled at my client and asked, "who [does] he thinks he is...?" We informed you of Mr. Maxwell's troubling conduct.

A third meeting was then scheduled where you joined Mr. Maxwell and Mr. Penley, along with two OAG forensic experts. The meeting commenced with Mark Penley presenting a conclusory summary, which suggested to us that he had actually reviewed the matter carefully. Nor had the OAG forensic experts. My client was then provided a laptop by your office and demonstrated in real-time mistakes in the forensic assessment. He presented the errors to you, Mr. Maxwell, and Mr. Penley, and the OAG forensics experts. The OAG forensics experts then agreed that their review was flawed, and that Mr. Paul's assessment was correct.

This appeared to be an embarrassment to your office. It was agreed that further investigation was necessary, at which time you left the meeting. Immediately thereafter, Mr. Maxwell again became aggressively hostile to my client, yelling in his face and threatening him for pursuing his Complaint. My client told Mr. Maxwell that he would not give in to his intimidation, and my client and I left the meeting.

We then informed you that we were concerned with how the Complaint Review was being conducted by your staff, their limited study of the evidence presented and unwillingness to take further obvious steps, and tactics that appeared intended to urge my client to drop the Complaint.

Accordingly, as it became clear the OAG staff would not fairly fulfill its duties to review and investigate the Complaint, you appointed an outside counsel to conduct the Complaint Review.

In September 2020, we met a few times with the new counsel, Mr. Brandon Cammack, to discuss the Complaint and the underlying factually-intensive information, at which time he requested certain further information necessary to conduct his review. I then began receiving phone calls from Mr. Penley asking that we provide documents to him for the Complaint Review, even though he was no longer formally assigned to the matter.

Recent media reports of communications from employees within the OAG suggest that Mr. Penley "closed the investigation for lacking merit" on August 20, 2020, which is blatantly false given voicemails left for me by Mr. Penley as recently as September 14, 2020 in attempts to obtain documentation and attorney-client privileged information regarding the Complaint.

II. Events Beginning September 30, 2020

Mr. Cammack's review of the Complaint was thwarted by Mr. Penley on September 30, 2020, setting off a chaotic public spectacle of allegations, mudslinging, and an apparent power struggle within the OAG over the last week.

During the course of this spectacle, employees of the OAG made numerous inappropriate and false statements to the media, including allegations that my client's Complaint lacks merit. The Complaint is meritorious and deserving of further review, as the OAG had to acknowledge in the third meeting referenced above. The circumstances of the Search are among the most egregious examples of inappropriate behavior by government officials that I have witnessed in my professional experience.

As you are aware, just two of the many examples of the evidence supporting the Complaint filed by my Client include:

- Evidence of tampering with government records by certain individuals involved in the searches that took place in August 2019.
- Sworn testimony of an unaffiliated witness present during the Search that contradict government records filed with the Court.

The chaos within the OAG and public pressure created by the media spectacle resulted in media reports late Friday indicating the “investigation is now closed.” We were never contacted by the OAG regarding this apparently pressured decision, and as such question whether this was in fact an accurate and a legitimate communication from your office.

We then found a press release hastily issued at 4:30 p.m. on Friday, October 9, 2020 (“Oct. 9 Press Release”) by an OAG staff member who to our knowledge is not aware of the status of the Complaint Review, in which it was stated that the OAG closed its investigation into my client’s Complaint. The Oct. 9 Press Release indicates that the investigation was closed on the basis of a specific statutory provision.

However, the statute referenced in the Oct. 9 Press Release does not apply where the OAG is conducting a *complaint review*. It applies only when the OAG is “assisting” the Travis County DA with an actual *prosecution* once an investigation has been completed by outside counsel and a report has been submitted resulting in a decision actually to prosecute.

III. OAG – Charitable Trusts Division

Given the wide range of misinformation in the media disseminated evidently by your staff, I am also compelled to address false media reporting regarding the OAG Charitable Trusts Division’s intervention in a separate matter involving the Roy F and Joann Cole Mitte Foundation, which is in the midst of litigation with one of my client’s companies.

According to the OAG website, the “OAG represents the public interest in charity and acts to protect that interest,” and this includes, “Investigating and initiating legal action against charitable organizations and their managerial officials to ensure that charitable donations are lawfully solicited and that assets held by the charitable organization are properly managed, invested, and expended,” as well as “Reviewing legal proceedings involving charitable trusts pursuant to Chapter 123 of the Texas Property Code which requires notice to the AG of such proceedings, recognizes the AG’s standing to intervene, and prescribes strict consequences for failure to comply.”

As you know, the Mitte Foundation failed to timely provide notice to the OAG, as required by statute. Accordingly, my client notified the OAG, following the statutorily prescribed requirements.

Specifically, my client brought to the OAG’s attention the fact that the Mitte Foundation had spent over a million dollars of charitable donations for payments to its attorney and others in pursuit of a litigation strategy for which there was a path to resolution without the misuse of charitable funds,

even after the court determined, based on uncontroverted expert testimony, that its interest was worth approximately \$3.8 million. My client reported legitimate public concerns about the management and stewardship of the charitable trust funds.

My client brought these issues to the attention of Joshua Godbey in the Charitable Trusts Division, as well as to Jeff Mateer, Ryan Bangert, and Darren McCarty, all of whom said they would look into the compensation arrangements with Mitte's counsel, as well as the governance and decision making relating to the foundation's unusual expenditure of charitable funds. To our knowledge the OAG never obtained this or any other critical information from the Mitte Foundation, despite our continued requests.

In the course of the litigation, Jeff Mateer instructed that all questions regarding the Mitte matter be directed through counsel to Darren McCarty. On September 27, 2020, I sent the attached email to Jeff Mateer and Darren McCarty, indicating further concern over an undisclosed conflict; namely, the fact that the wife of Gregory Milligan, Layla Milligan, was hired as an OAG employee during the Mitte litigation. Gregory Milligan stands to gain approximately \$5,000,000.00. almost 50 times the market rate, from the Mitte litigation, and I requested information regarding the steps the Charitable Trusts Division took to ensure this conflict did not impact the OAG's involvement in the matter. I never received a response, and instead, Joshua Godbey then nonsuited the OAG's intervention in the Mitte matter entirely on September 30. Promptly thereafter, on October 2, Jeff Mateer resigned. Then ensued the public media spectacle between Jeff Mateer, Ryan Bangert, Darren McCarty, Mark Penley and other aides in the OAG.

Also troubling is an undisclosed June 16, 2020 phone call, that we learned about only weeks ago. The call was arranged by Gregory Milligan, the purported "neutral" receiver in the Mitte matter and Ray Chester, counsel for the Mitte Foundation. The attendees included the subjects of the Complaint from the FBI and DOJ, Gregory Milligan, and Ray Chester, and Ryan Bangert and Joshua Godbey of the OAG.

We were informed that Joshua Godbey told OAG management that he was "threatened by the FBI" on the call, which is presumably why he chose not to act on the Mitte Foundation matter. Ryan Bangert and Joshua Godbey stated that the FBI and DOJ officials were probing OAG employees about their decision to intervene, and discouraged them from giving proper review to the issues my client raised. This inappropriate call took place after the OAG had accepted the Complaint referral and it strongly suggests improper interference.

The contention that the OAG intervention somehow benefitted my client is preposterous. The OAG intervention was non-productive and only served to create confusion, frustrate any resolution, and add to false media reporting about these events.

IV. Response Needed

As a result of employees of your office providing false information to the media and the public regarding the events set forth herein, we are now forced to bring these issues into the public light.

The actions of employees of the OAG have severely harmed and disadvantaged a Texas citizen and his family of their constitutional rights and their right to privacy.

It is important for the OAG to address all of the matters set forth in this notice, and to set the record straight.

Regards,

A handwritten signature in black ink, appearing to read "Michael Wynne", with a long horizontal flourish extending to the right.

Michael Wynne

From: Michael Wynne
Sent: Sunday, September 27, 2020 10:02 PM
To: 'Jeff.Mateer@oag.texas.gov' <Jeff.Mateer@oag.texas.gov>
Cc: Darren.McCarty@oag.texas.gov
Subject: Undisclosed Conflicts of Interes

Dear Mr. Mateer

I understand that you previously indicated to counsel that all communications regarding that certain litigation involving the Mitte Foundation ("Mitte Litigation") be directed to your attention.

In your email correspondence on July 24, 2020, you acknowledged that the Office of the Attorney General has intervened in the Mitte Litigation pursuant to your statutory charge to protect the public interest in charity. You also acknowledged that you received and appreciated the information provided to you to aid in your efforts to represent the public interest in charity. You also noted that not providing status updates on your efforts in respect of such matters is necessary to preserve the perception of impartiality.

Understanding the foregoing, I remain concerned that there has been little to no action by you or your office in any of the matters in which you have intervened, despite your knowledge of the immense waste of charitable funds by the Mitte Foundation that has been ongoing for over two and a half years

My concern was heightened when I learned that in May 2020, during the course of the proceedings, Layla Milligan, the wife of Gregory S. Milligan, the receiver in the Mitte Litigation was hired by the Office of the Attorney General Bankruptcy and Collections Division. While it was already concerning that in more than one hearing in this matter Joshua Godbey of your office continually referenced prior engagements with Gregory S. Milligan that were not otherwise disclosed, it is also entirely concerning that this potential conflict with Layla Milligan was not disclosed.

Further complicating matters is the involvement of Rachel Obaldo in the Mitte Litigation. As you know Rachel Obaldo also works in the Bankruptcy and Collections Division. Around the same time that Layla Milligan was hired, Rachel Obaldo began appearing in the Mitte Litigation as counsel for the OAG, despite that the proceedings having no crossover with the Bankruptcy and Collections Division.

As you are aware and as others in your office have acknowledged, Gregory S. Milligan stands to receive a significant, and nearly 50 times above market, fee (~\$5,000,000) for his services as receiver in the Mitte Litigation. Given your previously expressed desire to maintain the perception of impartiality, it is gravely concerning to me that the aforementioned potential conflicts were not disclosed at any time in the proceedings or to the parties. The receiver fee agreement is a grotesque waste of charitable funds and clear self-dealing that has been ignored. Now that we have learned that his wife is an employee in your office, and was hired while this litigation has been ongoing, further exacerbates the inaction.

I am bringing this to your attention immediately for an explanation prior to us filing anything in regards to this serious issue.

Best,

Michael J. Wynne

GREGOR | WYNNE | ARNEY, PLLC

Two Houston Center

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EXHIBIT 41



KEN PAXTON
ATTORNEY GENERAL OF TEXAS

August 1, 2020

Honorable Bryan Hughes
Texas Senate
P.O. Box 12068
Capitol Station
Austin, TX 78711

Dear Senator Hughes,

You ask whether local governmental bodies have authority to limit in-person attendance at a judicial or non-judicial foreclosure sale to 10 persons or fewer. Your question concerns local emergency orders restricting or delaying such sales during the current COVID-19 pandemic. We conclude that a foreclosure sale of residential or commercial real property that is conducted outdoors is subject to the limitation on outdoor gatherings in excess of 10 persons imposed by Executive Order GA-28. Accordingly, an outdoor foreclosure sale may not proceed with more than 10 persons in attendance unless approved by the mayor in whose jurisdiction the sale occurs, or if in an unincorporated area, the county judge. However, to the extent a sale is so limited, and willing bidders who wish to attend are not allowed to do so as a result, the sale should not proceed as it may not constitute a “public sale” as required by the Texas Property Code.

When a mortgage loan is in default, a mortgagee may elect to institute either a judicial foreclosure or, when permitted by the deed of trust, a non-judicial foreclosure.¹ A judicial foreclosure begins with a lawsuit to establish the debt and fix the lien.² The judgment in a foreclosure lawsuit generally provides that an order of sale issue to any sheriff or constable directing them to seize the property and sell it under execution in satisfaction of the judgment.³ After the sale is completed, the sheriff or other officer must provide to the new buyer possession of the property within 30 days.⁴

¹ *Bonilla v. Roberson*, 918 S.W.2d 17, 21 (Tex. App.—Corpus Christi 1996, no writ).

² *Id.* at 21.

³ TEX. R. CIV. P. 309; *but see id.* (excepting judgments against executors, administrators, and guardians from orders of sale). The procedures for the sale under judicial foreclosure generally follow the same procedures as sales under non-judicial foreclosures. *Compare id.* 646a–648 with TEX. PROP. CODE § 51.002.

⁴ TEX. R. CIV. P. 310.

A non-judicial foreclosure, in turn, must be expressly authorized in a deed of trust.⁵ The Property Code prescribes the minimum requirements for a non-judicial sale of real property under a power of sale conferred by a deed of trust or other contract lien.⁶ The Code requires that a sale under a non-judicial foreclosure be “a public sale at auction held between 10 a.m. and 4 p.m. of the first Tuesday of a month,” unless that day is January 1 or July 4, in which cases the sale must be held on the first Wednesday of the month.⁷ The deed of trust or other loan document can establish additional requirements, and if such requirements are established, those requirements must likewise be satisfied in order for there to be a valid foreclosure sale.⁸

We understand that many foreclosure sales in Texas, both judicial and non-judicial, are held outdoors. Frequently, such sales occur on the steps of a courthouse.

With this background in mind, we address your question concerning attendance limitations. Governor Abbott ordered in Executive Order GA-28 that “every business in Texas shall operate at no more than 50 percent of the total listed occupancy of the establishment.”⁹ This general limitation, however, is subject to several exceptions. One such exception is found in paragraph five of the order, which limits outdoor gatherings to 10 persons or fewer without approval by the mayor or, in the case of unincorporated territory, the county judge in whose jurisdiction the gathering occurs.¹⁰ Accordingly, to the extent a foreclosure sale occurs outdoors, attendance at the sale is limited to 10 persons or fewer unless greater attendance is approved by the relevant mayor or county judge.

While certain services are exempt from the outdoor gathering limitation in Executive Order GA-28, we do not conclude that foreclosure sales are included within them. Executive Order GA-28 exempts from its limitations on outdoor gatherings services described in paragraphs 1, 2, and 4 of the order. Relevant here, paragraph 1 exempts from capacity limitations, *inter alia*, “any services listed by the U.S. Department of Homeland Security’s Cybersecurity and Infrastructure Workforce, Version 3.1 or any subsequent version.”¹¹ (CISA Guidance). Among the services listed in version 3.1 of

⁵ See TEX. PROP. CODE § 51.002.

⁶ See *id.* § 51.002.

⁷ *Id.* §§ 51.002(a), (a-1); see also *id.* § 51.002(h) (requiring a sale to be held on or after the 90th day after the date the commissioners court records a designation of a sale at an area other than an area at the county courthouse).

⁸ See *Bonilla*, 918 S.W.2d at 21.

⁹ Gov. Greg Abbott Exec. Order GA-28.

¹⁰ *Id.* at 3 (as amended by Gov. Greg Abbott Proc. of July 2, 2020).

¹¹ *Id.* at 2.

the CISA Guidance are “[r]esidential and commercial real estate services, including settlement services.”¹²

A court’s main objective in construing the law is to give effect to the intent of its provisions.¹³ And there is no better indication of that intent than the words that are chosen.¹⁴ One dictionary defines a “service” as “[w]ork that is done for others as an occupation or business.”¹⁵ A periodic foreclosure auction conducted at a courthouse—whether by an officer of the court, an attorney, an auction professional, or another person serving as trustee¹⁶—does not constitute the type of dedicated real estate service work contemplated by the CISA Guidance. Accordingly, we conclude that outdoor foreclosure sales are not exempted from the 10-person attendance limitation imposed by paragraph 5 of Executive Order GA-28.

If a foreclosure sale is subject to, and not exempted from, the 10-person attendance limit imposed in Executive Order GA-28, it should not proceed if one or more willing bidders are unable to participate because of the attendance limit. “[A] sale of real property under a power of sale conferred by a deed of trust or other contract lien must be a *public sale* at auction held between 10 a.m. and 4 p.m. of the first Tuesday of a month.”¹⁷ The purpose of the public sale requirement is to “secure the attendance of purchasers and obtain a fair price for the property.”¹⁸ Strict compliance with the Property Code is required for a trustee to properly make a foreclosure sale.¹⁹ If an attendance limit precludes the conduct of a public sale for the purpose of securing sufficient bidders to obtain a fair price, the propriety of a foreclosure auction may be called into question. Accordingly, to the extent attendance at a foreclosure sale is limited to ten or fewer persons, and that limit precludes the attendance of one or more willing bidders who otherwise would have appeared in person, the sale should not go forward as it likely would not comport with the Property Code requirement that the sale be a “public sale.”

¹² See Guidance on the Essential Critical Infrastructure Workforce: Ensuring Community and National Resilience in COVID-19 Response, at 16, available at https://www.cisa.gov/sites/default/files/publications/Version_3.1_CISA_Guidance_on_Essential_Critical_Infrastructure_Workers.pdf.

¹³ See *Summers*, 282 S.W.3d at 437.

¹⁴ See *id.* (“Where text is clear, text is determinative of that intent.”).

¹⁵ Am. Heritage Dictionary (5th ed. 2020), available at <https://www.ahdictionary.com/word/search.html?q=service>; see also *Greater Houston P’ship v. Paxton*, 468 S.W.3d 51, 58 (Tex. 2015) (applying an undefined term’s ordinary meaning, unless the context of the law in which the term appears suggests a different or more precise definition).

¹⁶ The Texas Property Code does not set forth specific professional requirements for a foreclosure trustee, providing only that “[o]ne or more persons may be authorized to exercise the power of sale under a security instrument.” TEX. PROP. CODE § 51.007(a).

¹⁷ TEX. PROP. CODE § 51.002(a) (emphasis added).

¹⁸ *Reisenberg v. Hankins*, 258 S.W. 904, 910 (Tex. Civ. App.—Amarillo 1924, writ dismissed w.o.j.).

¹⁹ *Myrad Props. v. LaSalle Bank Nat’l Assoc.*, 252 S.W.3d 605, 615 (Tex. App.—Austin 2008), *rev’d on other grounds*, 300 S.W.3d 746 (Tex. 2009).

We trust this letter provides you with the advice you were seeking. Please note this letter is not a formal Attorney General opinion under section 402.042 of the Texas Government Code; rather, it is intended only to convey informal legal guidance.

Sincerely,

Ryan Bangert
Deputy First Assistant Attorney General

EXHIBIT 42

IN RE: § IN THE DISTRICT COURT OF
GRAND JURY INVESTIGATION § TRAVIS COUNTY, TEXAS
§ 460TH JUDICIAL DISTRICT

MOTION TO QUASH SUBPOENAS DUCES TECUM

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW the State of Texas, by and through her Attorney General, and moves the Court to quash any and all subpoenas duces tecum issued to or at the request of Brandon Cammack, of the Cammack Law Firm in Houston, ostensibly acting as a “Special Prosecutor” for the Office of the Attorney General, and for cause would show the Court the following:

I.

In the Grand Jury Subpoenas Mr. Cammack issued, he represented that he was acting on behalf of the Office of the Attorney General as a Special Prosecutor. He is not properly authorized to act as a Special Prosecutor on behalf of the Office of the Attorney General, and has been notified of that fact on September 30 and October 1, 2020.

II.

Texas Code of Criminal Procedure Article 20.03 sets out who may appear before a grand jury (and by extension, issue grand jury subpoenas.). Only an attorney representing the State may do so. Article 20.03 sets forth that only “the Attorney General, district attorney, criminal district attorney, or county attorney may be the attorney representing the State.” Mr. Cammack is none of those. Thus, he has no authority to appear before the grand jury or issue grand jury subpoenas.

WHEREFORE, PREMISES CONSIDERED, the State of Texas prays that the Court grant this motion and quash all grand jury subpoenas issued by Mr. Cammack.

Respectfully submitted,

s/ J. Mark Penley _____

J. Mark Penley

Deputy Attorney General for Criminal Justice

P. O. Box 12548

Austin, Texas 78711

Phone: (512) 936-1595

Fax: (512) 936-0545

State Bar No. 15750700

mark.penley@oag.texas.gov

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing State's Motion to Quash Subpoenas Duces Tecum was emailed to Brandon Cammack at Brandon@cammacklawfirm.com on this the ~~1st~~ day of October, 2020.

2nd

s/ J. Mark Penley _____

J. Mark Penley

Deputy Attorney General

IN RE: § **IN THE DISTRICT COURT OF**
GRAND JURY INVESTIGATION § **TRAVIS COUNTY, TEXAS**
§ **460TH JUDICIAL DISTRICT**

ORDER

On this the _____ day of October, 2020 came to be heard the State's Motion to Quash Subpoenas Duces Tecum and the same is hereby GRANTED/DENIED.

SIGNED this _____ day of _____, 2020.

JUDGE PRESIDING
460TH JUDICIAL DISTRICT COURT
TRAVIS COUNTY, TEXAS

EXHIBIT 43

2019 ATTORNEY GENERAL AUTHORITY¹

I. TEX. CONST. Art. IV, § 22

<p>“The Attorney General shall represent the State in all suits and pleas in the Supreme Court of the State in which the State may be a party, and shall especially inquire into the charter rights of all private corporations, and from time to time, in the name of the State, take such action in the courts as may be proper and necessary to prevent any private corporation from exercising any power or demanding or collecting any species of taxes, tolls, freight or wharfage not authorized by law. He shall, whenever sufficient cause exists, seek a judicial forfeiture of such charters, unless otherwise expressly directed by law, and give legal advice in writing to the Governor and other executive officers, when requested by them, and perform such other duties as may be required by law.”</p>	<p>OSG, GCD</p>
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II. Tex. Agric. Code Ann.

§13.007	May sue to enjoin violations of the laws and regulations for Weights and Measures	Consumer Protection
§14.086	May sue to collect the civil penalty for violation of regulations for Public Grain Warehouse	Gen Lit, ALD, EPD
§18.009	May sue to collect civil penalty or enjoin violations of Standards and Regulations on Organic Designation	Gen Lit, ALD, EPD
§18.054	May sue to collect civil penalty or enjoin violations of Agricultural Product Standards	Gen Lit, ALD, EPD
§19.013	May sue to collect civil penalty or enjoin violations of Citrus Budwood and Citrus Nursery Stock Program Regulations and Standards	Gen Lit, ALD, EPD
§41.1011	May sue to enforce Agricultural Department orders, and collect penalties for violations	Gen Lit, ALD, EPD
§46.013	May sue to collect civil penalty for violating the terms of use of the “Go Texan” Partner Program logos and for violation of rules adopted by the Agricultural Department for “Go Texan” Program	Gen Lit, ALD, EPD
§58.041	May approve and review bonds issued by the Texas Agricultural Finance Authority	PFD

¹ Updated February 2020

§59.014	May approve and review bonds issued by the Texas Agricultural Finance Authority for the Farm and Ranch Finance Program	PFD
§61.017	May institute proceedings against a person for violating provisions dealing with the inspection, labeling, and sale of agricultural and vegetable seed	Gen Lit, ALD, EPD
§74.008	May investigate violations of Cotton Pest Control laws and regulations and institute a cause of action	Gen Lit, ALD, EPD
§76.154	May investigate violations of Pesticide and Herbicide laws and regulations and institute a cause of action	Gen Lit, ALD, EPD
§102.169	May investigate violations of Transportation of Citrus Fruit laws and regulations and institute a cause of action	Gen Lit, ALD, EPD
§131.104	May investigate violations of Bees and Honey laws and regulations and institute a cause of action	Gen Lit, ALD, EPD
§132.0715	May investigate violations of Nonlivestock Industry Eggs laws and regulations and institute a cause of action	Gen Lit, ALD, EPD

III. Tex. Alco. Bev. Code Ann.

§5.15	May appoint as many as six assistant attorneys general to enforce the Alcoholic Beverage Code	ALD
§101.70	May sue to enjoin a common nuisance	Gen Lit, ALD
§103.14	May sue for forfeiture of property seized	GCD, Gen Lit
§204.02	May approve bonds for licensing of alcoholic beverages	PFD
§206.02	May file as an exhibit in a suit for taxes due under the alcoholic beverages code	Tax

IV. Tex. Bus. & Com. Code Ann.

§ 15.02	preserves OAG constitutional and statutory authority to bring actions under state and federal law	OSG, Antitrust
§15.03	May apply for an order granting a person immunity from prosecution and compliance with a demand or request	Antitrust
§15.10	May issue civil investigatory demands in monopoly/anti-trust cases, orders	Antitrust

§15.20	May sue to collect penalty or to enjoin businesses in violation of anti-trust regulations	Antitrust
§15.40	May sue to recover state damages provided in Fed. Antitrust laws (and join with others in such a suit)	Antitrust
§ 17.47	authorizing Consumer Protection Division to bring action in the name of the state to restrain deceptive methods, acts, or practices made illegal under the DTPA and obtain penalties	Consumer Protection
§ 17.501	authority to intervene in DTPA class action brought by a consumer	Consumer Protection
§ 17.61	may execute in writing a civil investigative demand on person in possession of documents relevant to the subject matter of an ongoing investigation	Consumer Protection
§ 17.62	may seek penalties for failure to comply with civil investigative demand	Consumer Protection
§ 17.93	may bring action to enjoin illegal advertisement related to “going out of business” sale	Consumer Protection
§ 17.903	may bring suit to enjoin unauthorized advertisement, promotion or conduction of certain live musical performances	Consumer Protection
§ 17.904	may bring suit to recover civil penalty for violating laws related to advertisement, promotion or conduction of certain live musical performances	Consumer Protection
§ 17.926	may bring action to recover civil penalty for violating regulations related to collection or solicitation by for-profit entitles of certain public donations	Consumer Protection
§17.953	May bring an injunctive action against a person who has communicated a bad faith claim with that the end user has infringed a patent	Consumer Protection
§20.11	May sue to enjoin or for penalties against consumer credit reporting agencies for violations of regulations of their business (Ch. 20)	Consumer Protection
§21A.003	May bring suit for injunctive relief and civil penalties for violations laws and regulations for Residential Real Estate Deeds	Consumer Protection, Gen Lit, ALD, Fin Lit
§51.303	May review copy of a company’s disclosure that they are offering their business for sale and may sue to enjoin the seller from transacting its business until the disclosure statement is corrected	Fin Lit
§52.156	May sue for invention development services violations - injunction and penalty	Gen Lit, ALD, Fin Lit

§52.156	May sue for disposal of business records containing personal identifying information	Gen Lit, ALD, Fin Lit, Consumer
§73.006	May sue for failure to register as a dental support organization	Gen Lit, ALD, Fin Lit, Consumer
§91.103	May sue for a rental car company not complying damage waiver requirements	Gen Lit, ALD, Fin Lit, Transportation
§101.005	May sue for violations of the regulations and laws governing International Matchmaking Organizations	Gen Lit, Fin Lit
§102.004	May seek injunction against a registered sex offender who owns or operates a sexually oriented business	Criminal Investigations, Criminal Prosecutions
§107.005	May bring an action to recover civil damages from a pay-to-park or valet parking service	Gen Lit, ALD, Fin Lit
§106.007	May seek injunction or file suit to recover civil penalty for violations of the Internet Dating Safety Act	Gen Lit, Consumer Protection
§109.006	May sue for injunctive relief or a civil penalty for the improper publication of criminal record information	Gen Lit, ALD, Fin Lit
§204.004	May inspect records, investigate violations, and sue for civil penalties against those who violate the regulations and laws concerning the sale of plastic bulk merchandise containers	Gen Lit, ALD, Fin Lit
§301.101	May investigate complaints dealing with violations of the rules and laws concerning Telephone Solicitations	Consumer Protection
§301.102	May petition a district court for a temporary restraining order to stop violation of the regulations on Telephone Solicitations	Consumer Protection
§302.301	May enjoin a person from violating the telephone solicitation statute	Consumer Protection
§303.058	May request the records from a law enforcement-related charitable organization	Fin Lit, Gen Lit, ALD, Consumer
§303.153	May sue to revoke registration, enjoin from continuing violation, transacting business in Texas, and civil penalty for a person who violates the regulations on telephone solicitation for law enforcement-related charitable organizations	Consumer Protection, Fin Lit, Gen Lit, ALD

§304.252	May investigate violations of the Regulations on Telemarketing	Consumer Protection
§321.102	May sue to recover civil penalty or injunctive relief against the misuse of E-mail	Consumer Protection
§321.107	May sue to recover civil penalty for a violation of the regulations concerning E-mail	Consumer Protection
§321.108	May intervene in an action for damages caused by a violation of the regulations concerning E-mail	Consumer Protection
§323.003	May sue for a civil penalty against a provider of an interactive computer service for a fee that does not also provide a free software that allows the user to automatically block or screen material on the internet	Consumer Protection
§324.102	May sue to recover the civil penalty of injunctive relief against a violator of the anti-Spyware statute	Consumer Protection
§325.006	May sue to recover a civil penalty and injunction for violated the Anti-Phishing Act	Consumer Protection
§501.201	May sue to recover a civil penalty of injunction for disclosing or improperly using a consumer's driver's license or social security number	Consumer Protection
§501.053	May file suit to obtain a civil penalty against a person who requires the disclosure of an individual's social security number to obtain goods or services	Consumer Protection
§502.002	May sue to enjoin or for a civil penalty an entity that prints credit and debit card numbers on its receipts	Consumer Protection
§502.003	May sue to recover a civil penalty for use of a check form stolen when a check form provider delivers the check and it is stolen	Consumer Protection
§503.001	May sue to recover a civil penalty for unlawful use of a person's biometric identifiers	Consumer Protection
§504.002	May bring an action against a person who illegally possesses crime victim or motor vehicle accident information	Consumer Protection
§506.006	May bring an action against a person who attempts to reidentify deidentified information	Consumer Protection
§521.053	Shall require businesses to notify the AG if a data breach of system security affects 250 residents or more of the state (effective January 1, 2020)	Consumer Protection
§521.151	May sue to recover the civil penalty for a violation of the identity theft statute	Consumer Protection
§604A.003	May bring an action to enforce a civil penalty against a person who knowingly imposes a surcharge on a	Consumer Protection

	buyer who uses a debit or stored value care instead of cash, check, credit card, or similar means of payment.	
§621.205	May request documentation concerning the major prize winners and the prizes won by each winner in a contest	Consumer Protection
§622.201	May bring an action for violation of laws concerning sweepstakes	Consumer Protection
§2004.005	May seek a declaratory judgment from a federal district court that the laws regulating the Intrastate manufacture of incandescent light bulbs is constitutional	OSG

V. Tex. Bus. Org. Code Ann.

§9.051	May sue to enjoin a foreign filing entity from transacting business in this state	Fin Lit
§11.303	May seek termination of an entity's existence	Fin Lit
§12.151	May inspect books/records (expansive) of a business as he considers necessary	Fin Lit
§12.153	May investigate organization, conduct, and management to determine if entities have been in violation of laws or its own governing document	Fin Lit
§12.155	May shut down a business for failure to abide by previous two provisions	Fin Lit
§21.802	May enjoin a violation of late filings	Fin Lit
§251.452	May enjoin a misuse of the name "Cooperative"	Fin Lit
§252.010	May inspect non-profit books and records	Fin Lit

VI. Tex. Civ. Prac. & Rem. Code Ann.

§12.003	May initiate a suit for a fraudulent lien filed against real or personal property	Gen Lit, ALD, Criminal Prosecutions
§66.002	May initiate a suit in a district court	ALD, LED, GEN LIT
§101.103	Shall defend all government units	Tort
§104.004	Shall defend public servants and may settle these cases	General Lit, LED
§125.002	May bring suit to enjoin or abate a common nuisance	Criminal Investigations,

		Criminal Prosecutions
§125.045	May sue on violations of bonds posted for nuisance actions	Criminal Investigations, Criminal Prosecutions
§125.070	May sue for money damages on behalf of the state or a governmental entity	Criminal Investigations, Criminal Prosecutions
§140.003	May bring suit for Civil Racketeering related to Human Trafficking	Special Prosecutions

VII. Tex. Crim. Proc. Code Ann.

§2.021	May assist the county or district attorney in a prosecution of a crime where the victim is younger than 17 years old	Criminal Prosecutions
§2.1385	May sue to collect a civil penalty against a state agency which fails to submit the incident-based data in law enforcement vehicular stops	Criminal Prosecutions
§2.139-.13951	Must create a form for use in officer-involved shootings and post an online report within 5 days of a completed form from a law enforcement agency. Must submit an annual report summarizing prior year's incidents.	Criminal Prosecutions
§18A.503	May bring suit against a person who transmits electronic communication without permission	Criminal Prosecutions
§49.18	Shall review the correctional facility report to determine privileged information on inquest of prisoner's death	Criminal Prosecutions
§56.065	May reimburse local agency for medical examination for sexual assault victims	Crime Victim Services, Budget
§56.35	May determine the type of state assistance to give a victim	Crime Victim Services
§56.38	May investigate/subpoena witnesses to perform above	Crime Victim Services
§56.40-43	Shall determine the compensation and attorney's fees for crime victims	Crime Victim Services

§57.02	Shall develop forms for confidentiality of records of sexual offenses victims	Crime Victim Services
§57A.02	Shall develop forms for confidentiality of records of stalking victims	Crime Victim Services
§57B.02	Shall develop forms for confidentiality of records of family violence victims	Crime Victim Services
§57D.02	Shall develop forms for confidentiality of records of human trafficking victims	Crime Victim Services
§59.06-62	Shall compile an annual report of the total amount of funds forfeited or credited by April 30 and bring suit against a law enforcement agency if the state auditor determined the agency knowingly violated the rules governing forfeiture of assets	GCD, ALD, LED
§63.010	Shall require law enforcement to comply with the missing children investigations and reporting requirements	Law Enforcement

VIII. Tex. Educ. Code Ann.

§12.122	May sue open-enrollment charter school for breach of fiduciary duty by member of the governing body	Gen Lit, Fin Lit, ALD
§34.009	May approve contracts for transportation	Fin Lit, Transportation
§45.0011	May approve school district bonds and credit agreements	Public Finance
§1001.501	May join in a class action suit against drivers' education	ALD

IX. Tex. Elec. Code Ann.

§123.065	May seek a writ of mandamus against an authority that fails to file an annual voting system report	GCD, Elections, OSG
§273.001	May investigate to determine if crime occurred relating to an election, and prosecute it	Criminal Investigation, Elections, OSG
§273.003	May impound election records, ballots, rosters etc...	Elections, OSG
§273.021	May prosecute a criminal offense prescribed by election laws and appear before the grand jury	Elections, OSG
§273.022	May direct the county or district attorney in which a violation of the election laws has occurred to	Elections, OSG

	prosecute or to assist the attorney general in prosecuting the offense	
§273.023	May direct DPS to serve a subpoena for a violation of the election code	Elections, OSG

X. Tex. Fam. Code Ann.

§§33.012, 33.014	Enforcement of judicial bypass law for notice and consent to abortion, including civil penalty assessment	Special Lit, OSG
§151.002	May bring suit against an abortion provider who fails to provide the appropriate medical treatment to a child born alive after an abortion	ALD, ORD, OSG, Gen Lit, GCD
§159.103	Designates the OAG as the support enforcement agency	CSD
§159.308	May order support enforcement agency to provide services, or provide the services itself	CSD
§231.001	Designates the OAG as the Title IV-D agency	CSD
§234.105	May sue employer who fails to report employee info for collection	CSD
§264.109	May contract with a statewide organization with expertise in the establishment and operation of children's advocacy center programs	CSD
§264.609	May adopt rules necessary to implement the court-appointed volunteer advocate program	CSD
§264.610	May not disclose information that would identify a person working at or receiving service from a volunteer advocate program	CSD
§264.612	May solicit and receive grants or money from either private or public sources to implement the court-appointed volunteer advocate program	Grants, GCD

XI. Tex. Fin. Code Ann.

§12.106	Shall defend an action brought against an officer or employee of the banking department or finance commission	Fin Lit
§14.055	Shall defend an action brought against an officer or employee of the consumer credit commissioner	Fin Lit
§14.258	May sue to collect a penalty for violation of Title 4 of the finance code (interest, loans, financed transactions, pawnshops), and Chapter 394 (debtor assistance)	Fin Lit

§15.211	Shall defend an action brought against an officer or employee of the credit union department or commission	Fin Lit
§62.560	May sue for equitable relief on behalf of the commissioner for violations of orders or laws issued regulating the change of control of a Financial Association	Fin Lit
§89.051	Shall defend an action brought against an officer or employee of the mortgage and loan savings department	Fin Lit
§89.102	May sue a S&L that violates S&L provisions (Ch. 89)	Fin Lit
§92.560	May apply for equitable relief for violations of orders or laws issued regulating the change of control of a Savings Bank	Fin Lit
§119.201	May sue a savings bank that violates savings regulations (Ch. 119)	Fin Lit
§154.410	May institute quo warranto proceeding against prepaid funeral service violations (30 days after notice, if problem isn't corrected)	Fin Lit
§156.302	May sue to collect admin. penalty for violation of mortgage broker rules	Fin Lit
§156.402	May sue to enjoin a violation of the laws regulating Residential Mortgage Loan Companies	Fin Lit
§157.023	May sue to collect an Administrative Penalty levied against a Mortgage Banker and Residential Mortgage Loan Originators	Fin Lit, ALD, Consumer Protection
§157.027	May bring an action to enjoin an violation of the laws regulating Mortgage Bankers and Residential Mortgage Loan Originators	Fin Lit, ALD, Consumer Protection
§271.003	May report a possible violation indicated by the reports required under the Financial Transaction Reporting Requirements to the appropriate law enforcement agency	Fin Lit
§278.101	May bring a suit to recover the civil penalty or to enjoin a violation of the regulations of currency transmissions	Fin Lit
§349.005	May petition court to recover civil penalty for violations of injunctions under loans and financed transactions regulations	Fin Lit
§371.302	May sue to enjoin someone violating or about to violate pawn shop rules	Fin Lit
§392.403	May sue to enjoin someone violating or about to violate debt collection rules	Bankruptcy

§393.502	May sue to enjoin a violation of the laws regulating Credit Services Organizations	Fin Lit
§394.214	May sue to enjoin someone violating or about to violate debt counseling rules	Bankruptcy
§397.009	May sue to enjoin someone violating or about to violate debt cancellation agreements for leased vehicles	Bankruptcy

XII. Tex. Gov't Code Ann.

§22A.001	May petition the chief justice of the Texas Supreme Court to convene a special three-judge district court in which the state is a defendant on a challenge to school finance or involving apportionment of districts	SL, OSG
§34.004	May review candidates for judicial office who have violated a Canon of the Code of Judicial Conduct	SL, OSG
§41.102	May offer assistance to a prosecuting attorney and in the prosecution of criminal offenses concerning the Texas Youth Commission	Criminal Prosecution
§74.141	Upon judge's request, shall defend state district judges, presiding judge of administrative region, presiding judge of probate courts, and active, retired or former judges in action where judge is defendant because of his office	ALD
§76.006	Shall defend an action brought against an officer or employee of the department	Law Enforcement
§153.057	May sue to collect the administrative penalty levied for a violation of the regulations on court professions	ALD
§301.028	May provide assistance to the standing committees of the House and Senate	ALD, GCD, IRD
§305.035	May enforce the regulations requiring the Registration of Lobbyists	ALD
§306.006	May enforce the regulations prohibiting using legislatively produced materials for commercial use	ALD
§402.009	May employ and commission peace officers to help with prosecution assistance and crime prevention	Criminal Prosecution

§402.021	Shall prosecute and defend all actions in which the state is interested before the supreme court and courts of appeals.	OSG
§402.0212	Shall provide legal services for state agencies and approve outside counsel contract for state agencies	Fin Lit, GCD
§402.0213	May use videoconferencing technology for court appearances and for any proceeding, conference, or training required under Chapter 56 of the Code of Criminal Procedure or Chapter 57 of the Family Code	ITS, Legal Technical Support
§402.023	Shall seek judicial forfeiture of a private corporation charter if cause exists	Fin Lit
§402.0231	The corporate integrity unit is created within the OAG with duties assigned by law; shall assist district attorneys and county attorneys in the investigation and prosecution of corporate fraud	Criminal Prosecution
§402.024	Shall defend a district attorney in federal court or defend a state grand juror if requested	ALD, CI, CP, LED, GEN LIT
§402.0241	Shall defend a local entity in suits relating to immigration detainers if requested	ALD, CI, CP, LED, GEN LIT
§402.025	Shall provide advice to the agent of the state and consent to the sale of a property and deliver the deed of trust to the purchaser	Fin Lit, EPD
§402.026	Shall inspect the offices of the comptroller and persons responsible for collection or custody of state funds and bring suit to recover funds; may bring criminal charges against a person who has illegally applied or retained state funds	Fin Lit, Criminal Prosecution
§402.027	Shall prepare state forms for contracts, obligations and other instruments.	Fin Lit
§402.028	May provide assistance in prosecution of criminal cases at the request of a district attorney, county attorney, or criminal district attorney	Criminal Prosecution
§402.0281	Shall establish a database of Internet service providers in this state	ITS
§402.030	Shall modify policies and procedures to permit full participation of fathers in functions performed by the OAG related to children	CSD
§402.031	Shall prepare the landowner's bill of rights statement	EPD
§402.034	Shall establish the human trafficking prevention coordinating council and issue a five-year strategic plan	Special Prosecutions

§402.035	Shall establish the human trafficking prevention task force and issue a policy report biennially, prior to each session	Special Prosecutions, Criminal Prosecutions, Criminal Investigations, GCD, ORD
§402.0351	Shall prescribe by rule the posted signs to be displayed at transportation hubs on human trafficking	Special Prosecutions
§402.036	May administer and spend the Choose Life Account on specified activities	Grants Administration, GCD, Accounting, Budget, ALD
§402.037	Shall establish the Choose Life Advisory Committee	GCD, ALD, Communications
§402.038	Shall establish a transnational and organized crime division to provide assistance to local prosecutors in investigating and prosecuting trafficking of persons and related crimes	Special Prosecutions
§402.039	Shall create a domestic violence high risk grant program	Grants, GCD
§402.042	Shall issue a written opinion on a question affecting the public interest for a person allowed to request an opinion	Opinion
§402.044	Shall advise proper authorities for issuance of bonds	Public Finance
§403.019	Shall approve contracts to collect out-of-state debt	Fin Lit
§403.037	May certify to the comptroller that money awarded to the state in a settlement should be credited to a particular appropriations account if it is not clear under applicable law to which account the money should be credited	Fin Lit
§403.215	May inspect the tax and fee records of a person accused of owing taxes after an injunction is issued against them	Tax
§403.276	May investigate, prosecute, and recover theft, damage, or loss of state property	Criminal Prosecution, Criminal Investigations
§404.125	May review and approve note issued by the comptroller	Public Finance

§411.180	May represent DPS is a hearing conducted after the revocation of a license	LED, ALD
§411.209	May sue to collect civil penalty in which a government entity posts a communication that prohibits the carrying of a concealed firearm that in which a concealed firearm is not expressly prohibited by law from being carried	ALD, GCD
§418.193	May provide legal counsel to a political subdivision subject to a declared state of disaster on issues related to disaster mitigation, preparedness, response, and recovery	Executive Administration, GCD
§419.906	May sue for an injunction against a violation of the rules and regulations for Fire Protection	ALD
§420.004	Shall administer the Sexual Assault Prevention and Crisis Services	Crime Victim Services, Budget, Grants
§§420.005-420.014	The regulations and powers of the Attorney General when administering the Sexual Assault Prevention and Crisis Services	Crime Victim Services, Budget, Grants,
§420.031	Shall develop protocols for evidence collection for sexual assaults	Crime Victim Services
§421.021	Shall serve on the Homeland Security Council	Law Enforcement
§424.002	Shall establish the Payment Fraud Fusion Center in the City of Tyler	CPD, ALD, Criminal Investigations, Fin Lit, GCD, ITS
§424.006	Shall adopt rules for the Payment Fraud Fusion Center (credit card skimmers)	CPD, ALD, Criminal Investigations, Fin Lit, GCD, ITS
§441.192	May petition to have state records in possession of private person seized	Special Prosecutions
§442.012	May sue for civil penalties and injunctions for violations of Chapter 191 of the Natural Resources Code	EPD
§466.018	May investigate a violation of the regulations and rules regarding the State Lottery	Fin Lit, Gen Lit, ALD
§467.105	May seek injunctive or declaratory relief to enforce laws or rules adopted by lottery commission	ALD, Fin Lit

§499.109	May authorize a prison institution to increase the inmate population of the division above 100 percent	Law Enforcement, GEN LIT
§531.018	Shall review the form and terms of contracts for health care services valued at \$250 million or more.	Fin Lit
§531.103	Shall enter into an interagency contract with HHSC to develop and implement joint written procedures for processing cases of suspected fraud, waste, or abuse, as those terms are defined by state or federal law, or other violations of state or federal law under Medicaid	CMF, MFCU, GCD
§551.005	May provide and approve training courses and other materials on how to run a proper Open Meetings	Opinion
§552.011	May distribute and publish materials to maintain uniformity in the application of the regulations for making Public Information accessible	ORD
§552.012	May provide training and approve acceptable courses to ensure that government agencies are complying with the regulations for ensuring that Public Information is accessible	ORD
§552.1425	May sue to collect a civil penalty for the dissemination of certain criminal history information that is exempt from required Public Information disclosures	ALD
§552.321	May sue for Writ of Mandamus to compel a gov't agency to make info public	ORD, ALD
§554.008	May sue to collect a civil penalty for a supervisor taking adverse action against an employee for reporting a violation of the law	Gen Lit, ALD
§557.013	May prosecute acts of sabotage	Criminal Prosecution
§574.004	May provide assistance to prosecuting attorneys of the state subdivisions	Criminal Prosecution
§653.010	May bring suit to recover losses covered by a bond over certain state officers and employees	Fin Lit, Gen Lit, ALD
§659.151	May sue to recover misapplied state employee charitable contributions	Fin Lit, Gen Lit, ALD
§742.003	May approve rules adopted to coordinate relationships between local governments and federal Agencies	GCD, IRD Executive

§752.055	May bring writ of mandamus for equitable relief against a local entity or campus police department to compel compliance with immigrations laws	ALD, CI, CP, LED, GEN LIT, GCD, OSG
§808.102	May bring suit to enforce the prohibition of public pension investment in companies that boycott Israel	Fin Lit
§815.203	Shall represent the board of Employees Retirement System in all litigation	Gen Lit, Fin Lit
§825.203	Shall represent the board of Teachers' Retirement System in all litigation	Gen Lit, Fin Lit
§865.014	May sue to collect unpaid accrued interest on required contributions to public retirement funds	Fin Lit, Gen Lit
§865.016	May sue to collect an administrative penalty for a local board's failure to file reports required for the Texas Emergency Services Retirement System	Gen Lit
§1202.002-3	May define any term other than "issuance," "issuer," or "public security" in Chapter 1202 and approve public securities	Public Finance
§2001.202	May bring action to enjoin violation of agency's final order or to compel compliance with that order	ALD
§ 2107.002	Must adopt uniform guidelines governing state agencies' collection of delinquent obligations	Bankruptcy
§ 2107.003	May provide legal services to agencies for collection of delinquent obligations or may authorize the agency to obtain other to collect the obligation	Bankruptcy
§2107.007	entitled to collection fee arising from collection action	Bankruptcy
§2112.004	May assist in recovering a refund from audits performed by state agencies and institutions of higher education of their utility billing	Fin Lit
§2155.005	Shall prepare the certification statement that a bidder completes on compliance with antitrust laws	Contract and Asset Management, Fin Lit, GCD, ITS, Internal Audit, Procurement, Antitrust
§2158.122	May approve the printing and sale of extra copies of documents printed under a contract for printing services	Fin Lit

§2206.155	May sue to collect a civil penalty against an entity that does not report their eminent domain authority to the comptroller for posting on a database	EPD, Fin Lit, Gen Lit, ALD
§2252.125	May institute an action to recover a civil penalty against a person or contractor who hires a person who illegally claims the disadvantaged or historically underutilized business status	Gen Lit
§2254.103	May enter into a contingent fee contract for legal services in the name of the state	Fin Lit, GCD
§2254.1038	Must review and approve political subdivision's outside counsel contracts	Fin Lit, GCD
§2254.154	May require state agencies to obtain outside legal services through a competitive procurement process	Fin Lit, GCD
§2257.112	May sue to collect a penalty for violations of regulations over the pooling of collateral to secure deposits of Certain Public Funds	Fin Lit
§2272.004	May enter bring action against a governmental entity which enters into a taxpayer resource transaction with an abortion provider or affiliate of an abortion provider	ALD, Fin Lit, Gen Lit, OSG
§2306.0502	May sue to collect penalty for violation under Chapter 2306 (Housing & Community Affairs)	Gen Lit
§3000.003	May bring suit against a governmental entity which adopts residential or commercial construction in conflict with the national model code standards	Gen Lit, ALD

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§12.003	Shall assign a special assistant to attend the department's (DSHS) legal matters, and on the department's request shall furnish necessary assistance to the department relating to its legal requirements	Gen Lit, ALD, Fin Lit, GCD
§13.039	May sue to collect cost of health services provided by department's (DSHS) hospitals and respiratory facilities	Gen Lit, ALD, Fin Lit
§§31.011, 32.013	May sue to recover cost of health services provided by the department of health programs, when that person could originally afford to contribute to payment	Gen Lit, ALD, Fin Lit

§33.038	May bring suit to recover costs for the Newborn Screening Program Services	Gen Lit, ALD, Fin Lit
§35.008	May bring suit to recover costs for services provided to Children with Special Health Care Needs	Gen Lit, ALD, Fin Lit
§36.010	May bring suit to recover costs for services provided pertaining Special Senses and Communication Disorders	Gen Lit, ALD, Fin Lit
§41.006	May bring suit to recover costs for services provided pertaining to Hemophilia	Gen Lit, ALD, Fin Lit
§42.010	May bring suit to recover costs for services provided pertaining to Kidney Health Care	Gen Lit, ALD, Fin Lit
§43.011	May bring suit to recover costs for services provided pertaining to Oral Health Improvement	Gen Lit, Fin Lit, ALD
§§81.151	Shall represent the department at its request for management of Persons with Communicable Diseases	Gen Lit, Fin Lit, ALD
§81.353	May sue to collect penalty for violation of Animal-Borne diseases control provisions	Gen Lit, Fin Lit, ALD, EPD
§§108.0085	Shall furnish the department with advice and legal assistance that may be required to implement this chapter pertaining to Health Care Data Collection, including suing to enjoin violations	Gen Lit, Fin Lit, ALD
§141.020	May at the request of the department bring a civil action to recover an administrative penalty under this chapter pertaining to Youth Camps	Gen Lit, Fin Lit, ALD
§§142.013-.0175	Shall institute and conduct a suit at the request of the department and in the name of the state, including suit to collect the civil penalty and recover costs	Gen Lit, Fin Lit, ALD
§144.078	May sue to enjoin violations of the Rendering regulations (dead animal treatment / food prep)	Gen Lit, Fin Lit, ALD, EPD
§145.0121	May sue to enjoin or collect penalties for violations of tanning regulations	Gen Lit, Fin Lit, ALD, EPD
§§146.019	May sue to enjoin or collect penalties for violations of tattoo/piercing regulations	ALD, Gen Lit, Fin Lit
§161.0108	May sue to enjoin violations of immunization regulations	Gen Lit, Fin Lit, ALD
§161.403	May bring an action for injunction against a contractor who is violating or threatens to violate the laws regulating asbestos	EPD, Gen Lit, Fin Lit, ALD
§161.404	May sue to collect civil penalty for violation of asbestos regulations	EPD, Gen Lit, Fin Lit, ALD

§161.406	May sue to collect administrative penalty for violation of asbestos regulations	EPD, Gen Lit, Fin Lit, ALD
§161.462	May sue to prevent violation of the regulations on the delivery of cigarettes	Fin Lit, Gen Lit, ALD, EPD
§161.609	May conduct reasonable audits of financial records to ensure that a cigarette company is paying a required fee	Fin Lit
§164.011	May sue for an injunction against violations of Treatment Facilities and Admission Practices regulations	Fin Lit, Gen Lit, ALD, EPD
§171.006	May, at the request of the commission or appropriate licensing agency, file an action to recover a civil penalty assessed under this subsection (Abortion Complication Reporting Requirements) and may recover attorney's fees	SL, Gen Lit, ALD
§§173.003	May assist in the investigation of and prosecute an offense under this chapter (Donation of Human Fetal Tissue)	ALD, CI, CP, GEN LIT, SL
§181.201	May sue to enjoin or collect penalties for violations of medical records privacy	ALD, Gen Lit, Fin Lit
§195.002	Shall, on the request of the state registrar, assist in enforcing this title (Enforcement of Vital Statistics Reporting)	ALD, Gen Lit, Fin Lit
§223.031	Shall approve the bonds and contract if find that the bonds have been authorized in accordance with state law and any contract securing the bonds has been made in accordance with state law	PFD
§§241.054-.059	May sue to enjoin or collect penalties and other costs for violations of hospital licensing regulations	ALD, Gen Lit
§242.063	Must seek injunction to restrain violation of nursing home suspension order	ALD, Gen Lit
§§242.065	May sue to collect penalty for violation of nursing home regulations	ALD, Gen Lit
§242.073	Must work closely with Department of Aging and Disability Services throughout any legal proceeding requested by the department.	ALD, Gen Lit
§242.094	The department may request the attorney general to bring an action in the name and on behalf of the state for the appointment of a trustee to operate a home	Gen Lit, ALD, Fin Lit
§242.098	Must bring action against nursing home to collect reimbursement of emergency assistance funds	Fin Lit, Gen Lit, ALD

§§242.252	May represent Department of Aging and Disability Services in arbitration	ALD, Gen Lit, Fin Lit
§242.316	May collect administrative penalty against nursing facility	ALD, Gen Lit, Fin Lit
§242.319	Shall bring an action to recover a civil penalty established by this section	ALD, Gen Lit, Fin Lit
§242.320	Shall provide legal assistance as necessary in enforcing the provisions of this subchapter	ALD, Gen Lit, Fin Lit
§242.325	Must provide legal assistance as necessary to enforce provisions of subchapter relating to nursing facilities	ALD, Gen Lit, Fin Lit
§243.012	Must seek injunction at request of Department of Health to enforce provisions of subchapter relating to ambulatory surgical centers	ALD, Gen Lit, Fin Lit
§243.016	May sue to collect penalty for violation of ambulatory surgical center licensing regulations	ALD, Gen Lit
§244.012	Shall institute and conduct a suit authorized by this section at the request of the department	ALD, Gen Lit
§244.016	May sue to collect penalty for violation of birthing center licensing regulations	ALD, Gen Lit
§245.013	May institute and conduct a suit authorized by this section (Abortion Facilities Licensing) at the request of the department	ALD, Gen Lit, SL
§§245.020	May bring suit to recover administrative penalties, expenses, and costs	ALD, Gen Lit, SL
§246.092	The commissioner shall request the attorney general to apply for an order directing the appointment of a trustee rehabilitate or liquidate the facility (Continuing Care)	Fin Lit, ALD, Gen Lit
§246.115	The board may request that the attorney general bring an action to prohibit a person from engaging in an act or practice and to order compliance with this chapter	ALD, Gen Lit, Fin Lit
§247.044	May institute and conduct a suite authorized by this section (Assisted Living Facilities) at the request of the department	ALD, Gen Lit, Fin Lit
§§247.045	May institute and conduct a suit to collect a penalty and fees under this section (assisted living facilities) at the request of the department and shall work in close cooperation throughout any legal proceedings requested by the department	ALD, Gen Lit, Fin Lit
§247.083	May, on the request by the department, represent the department in arbitration	ALD, Gen Lit, Fin Lit

§248.053	The department may request that the attorney general petition a district court to restrain a license holder or other person from continuing to violate this chapter (Special Care Facilities) or any rule adopted by the executive commissioner	ALD, Gen Lit, Fin Lit
§248.109	May sue to collect an administrative penalty levied against a special care facility	ALD, Gen Lit, Fin Lit
§248A.204	May institute and conduct a suit authorized by this section at the request of the department	ALD, Gen Lit, Fin Lit
§§248A.205	May sue to collect a penalty and reasonable expenses for violation of Pediatric Extended Care Center regulations	ALD, Gen Lit, Fin Lit
§251.063	May institute and conduct a suit authorized by this section (End Stage Renal Disease Facilities) at the request of the department	ALD, Gen Lit, Fin Lit
§251.069	The department may refer the matter to the attorney general for collection of the amount of the penalty	ALD, Gen Lit, Fin Lit
§251.071	May recover reasonable expenses and costs	ALD, Gen Lit, Fin Lit
§251.092	The department may request the attorney general to bring an action in the name and on behalf of the state for the appointment of a temporary manager to manage an end stage renal disease facility	ALD, Gen Lit, Fin Lit
§252.062	Shall, on the request by the department, bring and conduct on behalf of the state a suit authorized by this section	ALD, Gen Lit, Fin Lit
§§252.064	May sue to collect penalty for violation of regulations regarding facilities for mentally retarded	ALD, Gen Lit, Fin Lit
§252.070	May recover reasonable expenses and costs	ALD, Gen Lit, Fin Lit
§252.093	The department may request the attorney general to bring an action on behalf of the state for the appointment of a trustee to operate a facility	ALD, Gen Lit, Fin Lit
§252.096	Shall institute an action to collect money due under this section at the request of the department	ALD, Gen Lit, Fin Lit
§§254.203	May sue to collect an administrative penalty levied against a Freestanding Emergency Medical Care Facility	ALD, Gen Lit, Fin Lit
§262.049	Shall approve the bonds if find that they were issued in accordance with this chapter (Municipal Hospital Authorities)	PFD

§264.049	Shall approve the bonds if find that they were issued in accordance with this chapter (County Hospital Authorities)	PFD
§265.047	Shall approve the bonds if find that they were issued in accordance with this chapter (Joint Municipal and County Hospitals)	PFD
§282.074	Shall examine and certify the bonds if determines that the bonds are issued in conformity with the constitution and law and that they are valid and binding obligations of the district (Hospital Districts in Counties of 75,000 or less)	PFD
§284.003	Shall approve the bonds (Hospital Districts) if find that they are authorized in accordance with law	PFD
§285.026	Shall approve the bonds if find that they were issued in accordance with this subchapter	PFD
§314.003	May investigate whether a cooperative agreement between hospitals meets legal standards and may sue to enjoin the cooperative agreement if it does not think it is legal	Antitrust
§341.012	Shall institute the proceedings or provide assistance in the prosecution of the proceedings (abatement of nuisance), including participation as an assistant prosecutor when appointed by the prosecuting attorney	EPD
§§341.048	Upon request of Commission for Environmental Quality, the attorney general shall institute a suit for injunctive relief, or civil penalty, or both to enforce drinking water violations	EPD
§341.092	May institute civil penalty for violation of sanitation requirements	EPD
§361.607	Shall, at the request of the executive director, bring an action to recover the amount owed and reasonable legal expenses	EPD
§361.959	May sue to enjoin a violation of the computer equipment disposal regulations	EPD
§361.985	May sue to enjoin activity related to the sale of covered television equipment	EPD
§362.034	Shall approve the bonds and contract (Solid Waste Resource Recovery Financing Act) if they have been authorized in accordance with state law	PFD
§363.134	Shall approve the bonds if find they have been authorized and a contract entered into in accordance with law	PFD

§364.053	Shall approve the bonds and contract if find that they have been authorized and been made in accordance with state law	PF
§§365.015, 365.017	May sue to enjoin violation of other waste disposal regulations, including sewage and radioactive materials	EPD
§366.092	May bring suit for injunction, civil penalty or both for violation of on-site sewage disposal Chapter	EPD
§369.003	Shall institute a suit to recover the civil penalty for violating the plastic container symbol requirements	EPD
§371.110	May, at the request of the commission, bring a suit under Subchapter D, Chapter 7, Water Code, to recover the penalty	EPD
§374.202	May, at the request of the commission, bring a civil action to recover amounts owed and court costs (Dry Cleaner Environmental Response)	EPD
§383.024	Shall approve the bonds and contract if they have been authorized in accordance with state law	PF
§401.204	Shall, on request of the commission, institute condemnation proceedings to acquire fee simple interest in the mineral right	EPD
§401.342	Shall, at the request of the department, institute an action for violation of this chapter	EPD
§401.343	Shall file suit to recover security under this section	EPD
§401.381	May file suit to recover a civil penalty for violation of Radioactive Materials regulations	EPD
§403.0053	Shall represent the commission under this chapter (Texas Low-Level Radioactive Waste Disposal Compact) in all matters before the state courts and any courts of the United States	EPD
§431.047	May recover reasonable expenses incurred in obtaining injunctive relief under this section (Texas Food, Drug, and Cosmetic Act)	ALD, Gen Lit, Fin Lit, EPD
§431.049	The department may request the attorney general to bring an action in the district court in Travis County to recover the costs of the transfer	ALD, Gen Lit, Fin Lit, EPD
§431.0495	The commissioner may request the attorney general to bring an action in the district court of Travis County to recover the costs of the recall	ALD, Gen Lit, Fin Lit, EPD
§431.058	May, at the request of the department, bring a civil action to recover an administrative penalty	ALD, Gen Lit, Fin Lit, EPD
§431.0585	Shall, at the request of the department, institute an action in district court to collect a civil penalty	ALD, Gen Lit, Fin Lit, EPD

§431.116	May investigate manufacturers to determine accuracy of price information provided, may use this information to enforce other state laws, despite confidentiality provisions	ALD, Gen Lit, Fin Lit, EPD
§431.208	May investigate a distributor to determine the accuracy of prices to a retail pharmacy that the distributor was required to report	ALD, Gen Lit, Fin Lit, EPD
§432.018	The commissioner may request the attorney general to institute a civil suit for violation of this chapter (Food, Drug, Device, and Cosmetic Salvage Act) and recover reasonable expenses	ALD, Gen Lit, Fin Lit, EPD
§432.024	May, at the request of the commissioner, bring a civil action to recover an administrative penalty under this chapter	ALD, Gen Lit, Fin Lit, EPD
§433.0245	The department may request the attorney general to institute a civil suit to enjoin the operation of certain low-volume livestock processing establishments until the department determines that the establishment has been sanitized and is operating safely	ALD, Gen Lit, Fin Lit, EPD
§433.092	Directs district attorneys to enforce the requirements that Meat and Poultry manufacturers file require annual reports	ALD, Gen Lit, Fin Lit, EPD
§433.098	May, at the request of the department, bring a civil action to recover an administrative penalty	ALD, Gen Lit, Fin Lit, EPD
§433.099	May institute a civil suit to enjoin violation and recover reasonable costs	ALD, Gen Lit, Fin Lit, EPD
§436.027	Shall, at the request of the department, institute an action to collect a civil penalty for violations regarding aquatic lives	EPD
§436.029	May bring an action to recover the costs of removal of the embargoed article	EPD
§436.030	May bring an action to recover the costs of recall of molluscan shellfish or crabmeat	EPD
§436.036	May bring a civil action to recover an administrative penalty	EPD
§437.0155	Shall institute a suit in the name of the state for injunctive relief (food establishments)	ALD, Gen Lit, Fin Lit, EPD
§437.018	The department may refer the matter to the attorney general for collection of the amount of the penalty	ALD, Gen Lit, Fin Lit, EPD

§464.015	Shall institute and conduct a suit and may maintain an action for injunctive relief for a violation of this subchapter	Gen Lit, ALD
§464.017	May maintain an action for civil penalties for violation of this subchapter and conduct suit to recover reasonable expenses	Gen Lit, ALD
§464.019	May sue to enforce admin. penalties for drug treatment center violations	Gen Lit, ALD
§466.042	May request the attorney general to petition the district court for a temporary restraining order to restrain a violation of this chapter (Regulation of Narcotic Drug Treatment Programs)	Gen Lit, ALD
§466.045	May request the attorney general to institute a civil suit for the assessment and recovery of a civil penalty	Gen Lit, ALD
§481.128	May sue to collect penalty for improper administration of a controlled substance	CPD, CMF, Gen Lit, ALD
§481.309	May sue to collect an administrative penalty levied under the Texas Controlled Substances Act	CPD, CMF, Gen Lit, ALD
§483.076	If the board institutes a legal proceeding under this chapter (Dangerous Drugs), the board may be represented by the attorney general	Gen Lit, ALD
§484.003	May collect a civil penalty from a person who mislabels abusable synthetic substances.	Gen Lit, ALD
§485.019	May, if requested by the district or county attorney for that county, file suit for the issuance of a warning, the collection of a penalty, or the issuance of an injunction for a violation of this section (Aerosol Paint)	Gen Lit, ALD
§485.109	May sue to collect a penalty for violation of Abusable Volatile Chemicals' regulation	EPD
§486.029	May sue to collect an administrative penalty for violations of the regulations on Ephedrine, Pseudoephedrine, and Norpseudoephedrine	Fin Lit
§501.036	The commissioner may request the attorney general to institute a civil law suit to enjoin a violation (hazardous substances) and may recover reasonable expenses	EPD
§501.037	The commissioner may request the attorney general to bring an action to recover costs of the recall	EPD
§501.109	May sue to collect penalty for improper disposal of hazardous substances	EPD

§502.0142	The department may refer the matter to the attorney general for collection of the amount of the penalty	Gen Lit, ALD
§502.015	The department may request the attorney general to enjoin violation of Hazard Communication Act	EPD
§534.022	Must approve before issuance notes, obligations, and bonds for Community Services	PFD
§552.002	May sue to collect a civil penalty under this section (Carrying of Handgun by License Holder in State Hospital)	Gen Lit, ALD
§552.019	Shall represent the state if the county and district attorney refuse or are unable to act on the department's request	Gen Lit, ALD
§571.021	Shall prosecute violations of this subtitle (Texas Mental Health Code)	Gen Lit, ALD
§§571.022-571.026	Shall, at the request of the department, institute and conduct a suit for violation of this subtitle or a rule adopted under this subtitle; or may, on his own initiative, maintain an action for a violation of this subtitle or a rule adopted under this subtitle	Gen Lit, ALD, Fin Lit
§577.019	May on its own initiative institute a suit to enjoin a violation of the licensing regulations for mental health facilities	ALD, Gen Lit
§591.023	May petition a court to issue an injunction for the recovery of civil penalties under the Persons with Mental Retardation Act	ALD, Gen Lit, Fin Lit
§591.024	Shall provide legal counsel to represent a department employee in a civil action brought against the person under this subtitle (Persons with Intellectual Disability Act) for a claim of alleged negligence or other act of the person while employed by the department	ALD, Gen Lit, Fin Lit
§593.082	Shall represent the state if the county and district attorney refuse or are unable to act on the department's request (Admission and Commitment to Intellectual Disability Services)	ALD, Gen Lit, Fin Lit
§697.008	May, at the request of the department, sue to collect the civil penalty and reasonable expenses (Disposition of Embryonic and Fetal Tissue Remains)	ALD, CI, CP, GEN LIT, SL

§711.051	Shall enforce violations by cemetery corporation	ALD, Gen Lit, Fin Lit
§712.0441	The commissioner may report the violation to the attorney general, who shall bring suit or quo warranto proceedings for the forfeiture of the corporation's charter and dissolution of the corporation	ALD, Gen Lit, Fin Lit
§712.0445	May seek the appointment of a receiver in conjunction with a proceeding to forfeit the right to do business against a perpetual care cemetery	ALD, Gen Lit, Fin Lit
§712.048	This subsection does not prevent an aggrieved party or the attorney general from maintaining a civil action for the recovery of damages caused by an injury resulting from an offense under this subsection	ALD, Gen Lit, Fin Lit
§753.009	Shall, at the board's request, bring suit against a person who appears to be violating or threatening to violate a rule adopted under this chapter (Flammable Liquids)	ALD, Gen Lit, Fin Lit, EPD
§753.010	Shall, at the board's request, institute and conduct a suit to recover the penalty	ALD, Gen Lit, EPD
§754.0233	May sue for an injunction for violations of Elevator and Escalator regulations	ALD, Gen Lit
§755.042	May sue for injunction for violation of Boiler regulations	ALD, Gen Lit
§756.043	Shall recover the civil penalty in a suit (Miscellaneous Hazardous Conditions) on behalf of the state	ALD, Gen Lit, EPD
§756.125	May bring a suit for injunctive relief to prevent or abate violation of this Subchapter	ALD, Gen Lit, EPD
§757.012	May enforce the Pool Yard enclosure regulations	ALD, Gen Lit
§766.055	May bring an action in the name of the state for an injunction to enforce this subchapter against the owner or person in charge of a residential high-rise building not in compliance with this subchapter (Fire Safety in Residential Dwellings)	ALD, Gen Lit, EPD
§§772.126	Shall approve the bonds if find that they have been authorized in accordance with law (Local Administration of Emergency Communications)	PFD
§§772.127, 772.227	Refunding bonds must be approved by the attorney general	PFD

§773.063	May bring civil action to compel compliance with the licensing requirements for emergency medical services	ALD, Gen Lit
§773.067	The department may refer the matter to the attorney general for collection of the amount of penalty	ALD, Gen Lit, Fin Lit
§773.069	May, at the request of the department, bring a civil action to recover an administrative penalty assessed under this subchapter	ALD, Gen Lit, Fin Lit
§791.051	May sue to enjoin violations of regulations on fire escapes	ALD, Gen Lit, Fin Lit
§796.006	A wholesale dealer, agent, and retail dealer shall permit the attorney general to inspect markings of cigarette packaging marked in accordance with this section	ALD, Gen Lit, Fin Lit, EPD
§796.010	May sue for an injunction or civil penalty for violations of cigarette fire safety standards	ALD, Gen Lit, Fin Lit, EPD
§826.025	May, at the written request of the department, bring suit or start other proceedings in the name of the state to collect the reimbursement owed the department for the vaccine or serum	ALD, Gen Lit, Fin Lit, EPD
§826.054	May sue to enjoin operation of quarantine or impoundment facility failing to meet rabies standards	ALD, Gen Lit, EPD

XIV. Tex. Hum. Res. Code Ann.

§32.0211	If it appears that this section has been violated, the commission may request the attorney general to conduct a suit in the name of the State of Texas to enjoin the prohibited activity and to recover the penalty provided	Gen Lit
§32.0391	With consent of local county or district attorney, the attorney general has concurrent jurisdiction with that attorney to prosecute violations of the regulations of Medical Assistance Programs	Criminal Prosecutions
§32.0421	May sue to collect penalty for failure to comply with info request by a medical assistance program	ALD
§36.007	May recover fees, expenses, and costs reasonably incurred	MFCU, CMF
§36.052, 36.051	May sue to enjoin or collect penalty for Medicaid fraud	MFCU, CMF
§36.053	May extensively investigate Medicaid fraud	MFCU, CMF

§36.055	May sue as relator for violations of 31 USC 3730 and may contract with a private attorney in connection with that suit	MFCU, CMF
§36.102	At the time the state intervenes, the attorney general may file a motion with the court requesting that the petition remain under seal for an extended period	MFCU, CMF
§36.105	May contract with a private attorney to represent the state in an action for Medicaid fraud	MFCU, CMF
§36.117	May recover a reasonable portion of recoveries for actions filed for Medicaid fraud	MFCU, CMF
§42.074	At the department's request, shall conduct a suit for injunctive relief	Gen Lit, Fin Lit, ALD
§42.078	Commission may refer the matter to the attorney general for collection of the amount of the penalty	Gen Lit, ALD
§101A.256	Shall represent the state long-term care ombudsman	Gen Lit, ALD
§103.0091	May sue to enjoin violation of adult day care standards & licensing	Gen Lit, ALD
§103.016	The department may refer the matter to the attorney general for collection of the penalty and interest	Gen Lit, Fin Lit, ALD
§161.110	The attorney general shall represent the department in the action	Gen Lit, ALD

XV. Tex. Ins. Code Ann.

Art. 1.09-1	The department, the State Board of Insurance, and the Commissioner shall be represented and advised by the Attorney General in all legal matters before them or in which they shall be interested or concerned. The department, the Board, and the Commissioner may not employ or obtain any other legal services without the written approval of the Attorney General	Fin Lit, GCD
§31.005	Shall defend the Commissioner of Insurance or employee of Department of Insurance	Fin Lit, ALD
§36.154	May, when representing the department, recover reasonable costs and fees, including attorney's fees and investigative costs incurred in the proceedings	Fin Lit, ALD
§§83.101	The commissioner may refer the matters (violation of order and failure to pay a penalty) to the attorney general for enforcement	Fin Lit

§84.047	If the person does not pay the administrative penalty and the enforcement of the penalty is not stayed, the commissioner may refer the matter to the attorney general for collection of the penalty	Fin Lit, Bankruptcy
§86.051	May bring on Department of Insurance's behalf suit for violation of law relating to insurance	Fin Lit
§86.051	May bring an action for violation of any law relating to insurance	Fin Lit
§101.103	The commissioner may request the attorney general to recover a civil penalty	Fin Lit
§101.105	Shall, on the request by the commissioner, institute and conduct a civil suit for injunctive relief, to recover a civil penalty, or for both	Fin Lit
§101.154	The commissioner may refer the matter to the attorney general for enforcement if the commissioner has reason to believe that an insurer or person has violated a cease and deist order or failed to pay an assessed penalty	Fin Lit
§228.303	May sue to collect an administrative penalty levied against a certified capital company that violates the regulations providing tax credits for investments	Fin Lit, Tax
§§441.255	The commissioner may refer an insurer to the attorney general for remedial action	Fin Lit
§462.011	Shall defend any action to which this section (Texas Property and Casualty Insurance Guaranty Association) applies that is brought against the commissioner or others listed	Fin Lit
§463.005	Shall defend any action to which this section (Texas Life and Health Insurance Guaranty Association) applies that is brought against the commissioner or others listed	Fin Lit
§541.201	May sue for injunction or to collect penalty for unfair competition, or deceptive acts amongst insurers	Consumer Protection
§541.204	May request a civil penalty of not more than \$10000 for violation of the Unfair Methods of Competition and Unfair or Deceptive Acts or Practices	Consumer Protection
§§541.204-541.206	May request a civil penalty for violation of an injunction under the Unfair Methods of Competition and Unfair or Deceptive Acts or Practices	Consumer Protection
§541.251	The department may request the attorney general to bring a class action	Consumer Protection

§541.303	The department may request that the attorney general file an action to enforce the department's requirement to refund premiums	Consumer Protection
§542.010	Shall, at the request of the department, assist the department in enforcing the cease and desist order (Unfair Claim Settlement Practices)	Consumer Protection
§548.202	Shall, at the request of the commissioner, bring a suit to recover the civil penalty (Insurer Insider Trading and Proxy Regulation)	Consumer Protection
§549.101	May sue for an injunction or penalties for violations of Property Insurance Regulations	Consumer Protection
§553.004	The commissioner may refer the matter to the attorney general for appropriate enforcement (Insurance Policies Regarding Holocaust Victims)	Consumer Protection
§557.052	May sue to recover the civil penalty for violation of Lienholder Approval regulations for Personal Property insurance claim payments	Consumer Protection
§562.201	May sue for injunction for a violation of Discount Health Care Program regulations	Consumer Protection
§562.204	May request a civil penalty for unlawful practices under Bus. & Com. Code 17.46	Consumer Protection
§562.206	May sue for a civil penalty for violation of an injunction under 562.201	Consumer Protection
§601.102	May, after conferring with the commissioner, institute an action for injunctive or declaratory relief to restrain a violation of this chapter, institute an action for civil penalties, or recover reasonable attorney's fees, costs, and expenses	Consumer Protection, ALD, Fin Lit
§602.102	May sue to enjoin for violations of privacy of health information by insurers	Consumer Protection, ALD, Fin Lit
§602.103	May sue to collect penalty for violations of privacy of health information by insurers	Consumer Protection, ALD, Fin Lit
§704.054	Shall coordinate enforcement efforts with respect to fraudulent insurance acts covered by this chapter relating to the Medicaid program or the child health plan program	MFCU, CMF
§821.004	Shall bring suit against the insurer for failure to comply with this subchapter (minimum insurance to be maintained)	Fin Lit

§841.705	May sue to recover the penalty for failure to make investments or reports required of insurance companies	Fin Lit
§846.061	May sue to collect penalty or restitution for victims of violations of regulations regarding multiple employer welfare arrangements	Fin Lit, Consumer Protection
§§848.056	An application for a certificate of authority must be reviewed by the division within the office of attorney general that is primarily responsible for enforcing the antitrust laws of this state and of the United States	Antitrust
§848.151	Adopt reasonable rules in conjunction with the commissioner for the regulation of health care collaboratives	Antitrust
§848.153	May request records and documents from health care collaboratives	Antitrust
§848.203	May, at the request of the commissioner, bring an action to enjoin the violation and obtain other relief the court considers appropriate	Antitrust
§848.205	May investigate health care collaboratives for anticompetitive behavior and request penalties	Antitrust
§861.701	Shall request court appointment of a receiver for the general casualty company	Fin Lit
§861.703	May sue to collect penalty for violation of casualty companies regulations	Fin Lit
§881.702	May sue to collect penalty for violation of statewide mutual assessment companies	Fin Lit
§885.502	Shall bring an action in quo warranto against the fraternal benefit society if the attorney general determines that circumstances warrant the action	Fin Lit, ALD, Gen Lit
§886.702	Shall, at the request of the department, file any action necessary to wind up the affairs of an association and provide for the appointment of a receiver if necessary	Fin Lit, ALD, Gen Lit
§887.056	Shall investigate the charges and if satisfied that the officer violated the terms of the bond, the attorney general shall enforce the liability or file suit	Fin Lit
§887.101	Shall institute proceedings to restrain the association or person from writing insurance without a certificate of authority	Fin Lit

§1109.055	Shall, on written notice of the claim, defend the life insurance company against the claim	Fin Lit
§1575.257	Shall bring a writ of mandamus against the employer to compel compliance with this subchapter	Fin Lit, ALD, Gen Lit
§1811.203	May, on the request of the commissioner, institute a suit for injunctive relief and recover civil penalty	Fin Lit, ALD, Gen Lit
§2202.207	May sue for an injunction for violations of Joint underwriting regulations	Fin Lit, ALD, Gen Lit
§2210.014	A class action may only be brought against the association (Texas Windstorm Insurance Association) by the attorney general at the request of the department	Fin Lit
§2602.008	Shall defend any action that is brought against a person listed in that subsection (Texas Title Insurance Guaranty Association)	Fin Lit
§2651.104	Shall investigate the charges and, on determining that a loss covered by the bond or deposit has occurred, shall enforce the liability (Title Insurance Agents and Direct Operations)	Fin Lit
§2652.105	Shall investigate the charges and, on determining that a loss covered by the bond or deposit has occurred, shall enforce the liability (Escrow Officers)	Fin Lit
§4005.110	May bring a proceeding for an injunction or bring any other proceeding to enforce this title (Conduct, Disciplinary Actions, and Sanctions)	ALD

XVI. Tex. Labor Code Ann.

§21.403	May sue to collect penalty for disclosure of personal genetic information	Gen Lit, ALD, Fin Lit
§51.033	May sue to enforce un-appealed order regarding child employment	Gen Lit, ALD
§51.034	May sue to enjoin repeat offenders of child employment code	Gen Lit, ALD, Fin Lit
§61.020	May sue to enjoin employers who repeatedly fail to pay wages	Tax
§61.032	May sue an employer to furnish a bond as security for wage payments	Fin Lit
§61.033	Shall recover a penalty imposed by this section	Fin Lit, Gen Lit, ALD

§91.0411	May file suit in the nature of quo warranto or for injunctive relief or for both	Gen Lit, ALD, Fin Lit
§91.062	May file actions against violators of “Staff leasing services” regulations	ALD, Gen Lit, Fin Lit
§101.204	May institute a suit for an injunction against the violation of regulations of secondary picketing by labor organizations	Gen Lit, ALD, Fin Lit
§101.302	May bring an action to enjoin a violation of this subchapter	Gen Lit, ALD, Fin Lit
§213.001	shall designate an assistant attorney general to represent Texas Workforce Commission	Tax
§419.004	Shall, at the request of the commissioner, bring an action to collect a civil penalty (Misuse of Division Name)	Tort, Fin Lit, Gen Lit, ALD
§419.006	May, at the request of the commissioner, bring an action to enjoin or restrain a violation or threatened violation	Tort, Fin Lit, Gen Lit, ALD
§502.070	May bring and defend suits needed to ensure Worker's Compensation Insurance Coverage for employees of The Texas A&M University System And employees of institutions of The Texas A&M University System	Tort
§503.071	May bring and defend suits needed to ensure Worker's Compensation Insurance Coverage for employees of The UT System And employees of institutions of The UT System	Tort
§506.002	The workers’ compensation division of the office of the attorney general shall send to the comptroller a copy of each statement of amounts due from an agency or other instrumentality of state government that, with funds that are held outside the state treasury, reimburses the general revenue fund for workers’ compensation payments made out of the general revenue fund	Tort

XVII. Tex. Loc. Gov’t Code Ann.

§105.091	May sue a designated officer for diverting money from or applying money to the purposes not designated in a municipal fund	Fin Lit
§113.005	May sue a county treasurer for misapplying funds	Fin Lit

§202.005	May petition to have a local gov't record in possession of an individual seized pending the outcome of litigation over the record	ALD, Gen Lit, Fin Lit
§203.063	May sue to collect a civil penalty imposed by this section (Management and Preservation of Records)	ALD, Gen Lit, Fin Lit
§212.0175	May take "any action necessary" to enforce water and sewer services regulation in municipal subdivisions	EPD
§229.001	May sue for an injunction against a municipality that adopts a law in contravention of the firearms, air guns, and explosives regulations	Gen Lit
§232.037	May sue to prevent violations of the minimum standards for sanitary water, of rules adopted by the water commissioners court, or of the platting requirements in counties near the international border	EPD
§232.040	May sue to prevent the sale of a lot that lacks water and sewer services	EPD
§232.080	May sue to enjoin a violation of the platting requirements for certain economically distressed counties	EPD
§236.002	May sue to enjoin a county from making a law relating to the ownership of a gun or the discharge of a gun at a sport shooting range	GCD, OSG, Gen Lit, ALD, SL
§254.059	May approve contracts relating to Revenue Obligations for the Acquisition and Development of Island Property	Fin Lit
§271.004	If the attorney general finds that the contract has been authorized in accordance with the law, the attorney general shall approve them (Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments)	Fin Lit
§271.007	Shall approve the contract if it has been made in accordance with the constitution and other laws of this state	Fin Lit
§271.050	Shall examine the proceedings relating to the authorization of the certificates	Fin Lit
§272.006	May bring an action to recover the civil penalty (Sale or Lease of Property by Municipalities, Counties, and Certain other Local Governments)	ALD, LED, Tort
§281.075	Shall approve the bonds (Municipal Civic Center Authorities) if find that they are authorized in accordance with law	PFD

§293.053	Shall examine the submitted documents and shall approve the bonds and the lease contract, if any, if they are determined to be valid (County Building Authority Act)	PFD
§§306.052	Bonds (Park Board and Park Bonds: Municipalities with Population of more than 40,000) may not be delivered or refunded until approved by the attorney general	PFD
§320.075	Shall approve the bonds if issued in accordance with this subchapter (Park Board and Park Bonds: Counties with population of 5,000 or more)	PFD
§321.074	Shall approve the bonds if issued in accordance with this subchapter (Parks Board and Park Bonds: Island Parks of Coastal Counties)	PFD
§322.074	Shall approve the bonds if issued in accordance with this subchapter (Joint Parks Board and Park Bonds: Adjacent Counties with Populations of 350,000 or More)	PFD
§324.093	Shall approve the bonds if find that they have been authorized in accordance with law (Park and Recreation District and Park Bonds: Counties with Frontage on Guadalupe and Comal Rivers)	PFD
§325.085	Shall approve the bonds if find that they have been authorized in accordance with law (Sports Facility District Established by County)	PFD
§334.043	The bonds or other obligations and the proceedings authorizing the bonds or other obligations shall be submitted to the attorney general for review and approval (Sports and Community Venues)	PFD
§335.073	The bonds or other obligations and the proceedings authorizing the bonds or other obligations shall be submitted to the attorney general for review and approval (Sports and Community Venue Districts)	PFD
§341.904	May sue to enjoin people from pretending to be law enforcement officers	Criminal Prosecutions
§§351.154	Shall approve the bonds if find that they have been authorized in accordance with law. The refunding bonds must be approved by the attorney general (County Jails and law Enforcement)	PFD
§361.054	All obligations, lease obligations, and the records and contracts relating thereto shall be submitted prior to their delivery to the attorney general of Texas for examination and, if he finds that they	PFD

	have been issued or incurred in accordance with the constitution and this Act and that they will be binding special obligations of the entity issuing same, he shall approve them (Municipal and County Authority Relating to Jails)	
§372.028	Shall approve the bonds if determine that they are authorized in accordance with the law (Improvement Districts in Municipalities and Counties)	PFD
§375.205	Shall approve the bonds if find that they have been authorized in accordance with law (Municipal Management Districts in General)	PFD
§377.073	The bonds or other obligations and the proceedings authorizing the bonds or other obligations shall be submitted to the attorney general for review and approval (Municipal Development Districts)	PFD
§392.088	Shall examine and pass on the validity of the bonds and if the proceedings conform to this chapter, shall certify in substance on the back of the bonds that the bonds are issued in accordance with the constitution and the laws of the state (Housing Authorities Established by municipalities and Counties)	PFD
§502.051	May sue to collect penalty against Type A or B corporation that compensates a third party that is involved in business recruitment or development unless under a written contract approved by the corporation's Board	Fin Lit
§552.023	A contract used by the authority to secure bonds to finance its plant and facilities must be submitted by the authority to the attorney general for examination. If the attorney general approves the contract and bonds, the contract is incontestable (Municipal Utilities)	PFD
§601.038	May examine books/records of a municipal parking authority (601.038 on 4/1/09)	ALD, Gen Lit, Fin Lit

XVIII. Tex. Nat. Res. Code Ann.

§11.071	Shall file suit to recover the value of the property and may compromise and settle any of these liabilities with or without suit. Shall pay all amounts collected or received to the permanent	EPD
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	funds to which they belong (Regulation of Public Domain)	
§11.076	The governor may direct the attorney general to institute suit in the name of the state for the recovery of the land, damages, and fees (unlawful enclosures)	EPD
§11.079	If the state desires to utilize the power of eminent domain to obtain an easement under this section or access to a tract of land, the attorney general shall institute condemnation proceedings	EPD
§31.068	On the attorney general's own initiative or at the request and on behalf of the general land commissioner, may bring suit to enforce the rights of the state under this section (standing to enforce restrictions)	EPD
§33.061	The School Land Board shall refer to the attorney general all cases warranting judicial remedies, and the attorney general shall immediately initiate judicial proceedings for the appropriate relief	EPD
§33.203	Shall issue an opinion as requested and determine whether the action is consistent with the goals and policies of the coastal management program; may protect the action and may adopt rules as necessary to implement this subsection	EPD
§33.208	Shall file suit to enforce this subchapter and may enter into settlement agreement	EPD
§40.254	On failure of the person to comply with the order or file a petition for judicial review, the commissioner may refer the matter to the attorney general for collection and enforcement	EPD
§40.255	All actions on behalf of the state to enforce this chapter shall be brought by the attorney general at the direction of the commissioner	EPD
§51.015	The commissioner shall adopt forms that are necessary or proper to transact business that he is required to transact and may request that the attorney general prepare the forms	EPD
§51.016	Shall furnish the commissioner with advice and legal assistance that may be required to execute the provisions of this chapter (Land, timber, and Surface Resources)	EPD
§§51.302-1	The penalty shall be recovered by the commissioner or in a civil action by the attorney general. The	EPD, Tort, Fin Lit

	commissioner or attorney general may also recover from a person who constructs, maintains, owns, or possesses a facility or structure on state land without the proper easement the costs to the state of removing that facility or structure	
§52.032	Any rules and changes of rules adopted under this section shall be submitted to the attorney general for his written approval before the rules or their changes become effective	EPD
§52.097	Shall bring suit on the bond to recover any loss to the state caused by the suit for injunction	Fin Lit, EPD
§52.140	May use otherwise confidential records information to enforce public domain oil & gas, minerals regulations	EPD
§52.189	The commissioner may request that the attorney general file an action or proceeding either to enforce the duties and obligations of the owner of the soil or to forfeit the then applicable agency rights of the surface owner	EPD
§53.028	May use information made confidential by this section and contracts made confidential to enforce this chapter or may authorize their use in judicial or administrative proceedings to which this state is a party	ALD, EPD, Fin Lit
§53.074	The commissioner may request that the attorney general file an action or proceeding either to enforce the duties and obligations of the owner of the soil or to forfeit the then applicable agency rights of the surface owner	EPD
§53.080	May use information made confidential by this section and contracts made confidential to enforce this chapter or may authorize their use in judicial or administrative proceedings to which this state is a party	ALD, Fin Lit, EPD
§§61.018	Shall, at the request of the commissioner, file suit to obtain injunction, penalties, costs, or declaratory judgment (Use and Maintenance of Public Beaches)	EPD
§63.181	Shall, at the request of the commissioner, file suit to enforce this section (Dunes)	EPD
§63.1814	The commissioner may request that the attorney general institute civil proceedings to collect the penalties, costs of restoration, and other fees and expenses remaining unpaid	EPD

§81.0534	Civil penalties may be recovered in a civil action brought by the attorney general at the request of the Railroad Commission	EPD
§81.054	Shall enforce the provision of this title by injunction or other adequate remedy and as otherwise provided by law	EPD
§85.062	The commission and its agents and the attorney general and his assistants and representatives may examine the books and records of a person who produces, stores, transports, refines, reclaims, treats, markets, or processes oil or gas or the products of either as often as considered necessary for the purpose of determining the facts concerning matters covered by these sections	EPD
§85.064	May sue to forfeit charter rights, business privileges of corps guilty of oil & gas conservation requirements and recording requirements, or to collect penalty	EPD
§85.351	The commission, through the attorney general, shall bring suit in the name of the state to restrain the violation or threatened violation	EPD
§85.383	May sue to recover penalty for transporting oil or gas in a manner that causes waste	EPD
§85.3855	May sue to collect the administrative penalty	EPD
§86.223	May sue to recover the penalty for violations of the regulations and rules on Natural Gas	EPD
§87.241	May sue to recover the penalty for violations of the regulations and rules on sour Natural Gas	EPD
§89.043	May sue to enforce well plugging requirements	EPD
§89.083	At the request of the commission, the attorney general may file suit to enforce an order issued by the commission	EPD
§91.113	May sue to enforce an oil/gas or other environmental cleanup order	EPD
§91.260	Shall, at the request of the commission, bring a civil action against a person who has violated or is violating this subchapter or a rule adopted or an order or permit issued under this subchapter	EPD
§91.263	If the person does not pay the amount of the penalty and the penalty is not stayed, the commission may refer the matter to the attorney general for enforcement	EPD

§91.456	The commission may have the attorney general institute a suit in a district court in the county in which the saltwater disposal pit is located for injunctive relief to restrain the person from continuing to operate the pit in violation	EPD
§91.457	The commission may direct the attorney general to file suits to recover applicable penalties and the costs incurred by the commission in closing the saltwater disposal pit	EPD
§91.459	Shall recover the civil penalty	EPD
§91.657	Shall, at the request of the commission, bring an action to recover the amount owed and reasonable legal expenses, including attorney's fees, witness costs, court costs, and deposition costs	EPD
§111.092	The commission shall request the attorney general to bring a mandatory injunction suit against the common purchaser to compel the reasonable extensions that are necessary to prevent discrimination	EPD
§111.093	May sue to enjoin and prohibit from doing business a corp. that violates public utility or common carrier regulations	EPD
§111.094	May sue to cancel of the permit of a Foreign Corporation that violates the Common purchaser regulations and forever prohibit them from doing business in the state	EPD, Fin Lit
§111.221	May institute proceedings before the Railroad Commission relating to the enforcement of the rules and regulations of common carriers, public utilities, and common purchasers	EPD
§112.031	May sue to enjoin a dealer, peddler, or broker from continuing business for violations of the regulations and rules regarding Used Oil Field Equipment Dealers	EPD
§113.231	May sue to enjoin any violation of Liquefied Petroleum Gas provisions (Ch. §113)	EPD
§115.033	Shall bring an action in rem against the unlawful oil or petroleum product and against each person who owns, claims, or is in possession of the oil or petroleum product	EPD
§116.141	Shall, on the request of the commission, bring suit in the name of the state to enjoin a person from	EPD

	violating this chapter or a rule adopted under this chapter	
§116.146	May recover civil penalties for violations of the rules and regulations on Compressed Natural Gas	EPD
§117.052	Shall, at the request of the commission, institute and conduct a suit for injunctive relief to recover the civil penalty, or for both injunctive relief and civil penalty (Hazardous Liquid or Carbon Dioxide Pipeline Transportation Industry)	EPD
§119.007	A state agency may request the attorney general to represent the state agency in a legal proceeding that arises from an escape or migration of carbon dioxide captured or sequestered in connection with a clean coal project	EPD
§131.265	The commission may request the attorney general to institute a civil action for relief, including a permanent or temporary injunction, restraining order, or other appropriate order (Uranium Surface Mining and Reclamation Act)	EPD
§131.2664	Civil penalties owed may be recovered in a civil action brought by the attorney general at the request of the commission	EPD
§131.270	The commission may request the attorney general to institute a suit to recover civil or criminal penalties or to obtain injunctive relief or for both	EPD
§131.303	The commission may request the attorney general to institute an action to obtain a permanent or temporary injunction, temporary restraining order, or other appropriate order enjoining the violation or threatened violation, or to recover a civil penalty	EPD
§133.085	Shall, at the request of the commission, bring suit for injunctive or other relief, to recover civil penalty or other cost (Quarry Safety)	EPD
§134.173	The commission may request the attorney general to institute a civil action for relief, including a permanent or temporary injunction, restraining order, or other appropriate order (Texas Surface Coal Mining and Reclamation Act)	EPD
§134.178	May, at the request of the commission, bring a civil action to recover an administrative penalty	EPD, Fin Lit
§141.016	Civil penalties may be recovered in a civil action brought by the attorney general at the request of the commission (Geothermal resources)	EPD

§152.024	May sue on behalf of Texas Forest Service against landowner that has infested timberland	EPD
§153.103	Shall, at the request of the department, initiate and conduct an action to obtain an injunction (Prescribed Burning)	EPD
§161.067	If a corporation fails or refuses to comply with the orders of the board, the corporation shall forfeit its right to do business in this state, and its permit or charter shall be canceled or forfeited by the attorney general	EPD, Fin Lit
§161.118	Shall approve the bonds if the record demonstrates that the bonds have been issued in accordance with the constitution and this subchapter	PFD
§161.214	The board may submit the title to the attorney general for examination and opinion	EPD, Fin Lit
§161.322	The board, by and through the attorney general, shall institute legal proceedings that are necessary to enforce the forfeiture or to recover the full amount of the delinquent installments, interest, and other penalties that may be due to the board at the time the forfeiture occurred or to protect any other right to the land	Fin Lit, EPD
§162.019	Shall, at the board's request, take whatever action is necessary to protect the rights of the state and the veterans' housing assistance funds in any matter concerning the program	EPD, Gen Lit, Fin Lit, ALD
§162.038	Shall approve the bonds if the record demonstrates that the bonds have been issued in accordance with the constitution and this chapter	PFD
§191.172	May sue to enjoin or restrain violations or threatened violations of the antiquities code	EPD, Gen Lit, Fin Lit, ALD
§211.032	Shall, at the request of the commission, institute and conduct a suit under this section (Hazardous Liquid Salt Dome Storage Facilities)	EPD
§211.033	If the person does not pay the amount of the penalty and the enforcement of the penalty is not stayed, the commission may refer the matter to the attorney general for collection of the amount of the penalty	EPD

XIX. Tex. Occ. Code Ann

§51.308	May sue to collect penalty for violations of licensing requirements under 51.307(a)	ALD
§51.3512	May bring an action to enforce a subpoena issued under this section against a person who fails to comply with the subpoena	ALD
§51.352	May institute an action for injunctive relief to restrain a violation by and to collect a civil penalty from a person that appears to be in violation of or threatening to violate a law under this section; may recover reasonable expenses incurred in obtaining injunctive relief under this section, including court costs, reasonable attorney's fees, investigative costs, witness fees, and deposition expenses	ALD
§58.105	May bring an action in the name of the state to recover a civil penalty under this section, plus reasonable attorney's fees and court costs	ALD
§101.251	May file an action for violation of Health Professionals Council regulations (Ch. 101)	ALD
§101.252	May bring an action for an injunction to stop a violation or threatened violation of this chapter; may recover reasonable expenses incurred in obtaining an injunction under this section, including court costs, reasonable attorney's fees, reasonable investigative costs, witness fees, and deposition expenses	ALD
§102.009	May institute and conduct an action in a district court of Travis County or of a county in which any part of the violation occurs for an injunction or other process against a person who is violating this subchapter	ALD
§102.010	May institute and conduct an action authorized by this section in a district court of Travis County or of a county in which any part of the violation occurs	ALD
§110.255	May file suit to enforce the subpoena in a district court in Travis County or the county in which a hearing conducted by the council may be held	ALD
§110.458	May sue to collect penalty for violation of regulations of sex offender treatment programs	ALD, Fin Lit
§153.007	The board, acting through the attorney general, may file suit to enforce the subpoena (Power and Duties)	ALD
§153.013	The board shall be represented in court proceedings by the attorney general	ALD

§160.010	Shall represent a member of an expert panel or consultant in any suit resulting from a duty provided by the person in good faith to the board (Report and Confidentiality Requirements)	ALD
§164.003	The board's legal counsel or a representative of the attorney be present to advice the board or the board's staff during informal proceedings (Disciplinary Actions and Procedures)	ALD
§165.006	May sue to collect administrative penalty if the enforcement of the penalty is not stayed	ALD, Fin Lit
§165.101	May sue to collect penalty for violation of Physician regulations	ALD, Fin Lit
§165.102	May not institute an action for a civil penalty against a person described by Section 151.053 or 151.054 if the person is not in violation of or threatening to violate this subtitle or a rule or order adopted by the board	ALD
§165.103	May recover reasonable expenses incurred in obtaining a civil penalty under this subchapter	ALD, Fin Lit
§201.504	The board requires the presence of a representative of the attorney general or the board's legal counsel to advise the board or the board's employees during certain informal proceedings	ALD
§201.506	Must provide legal counsel to Chiropractor enforcement committee	ALD
§201.509	Must bring civil or criminal proceeding for chiropractor license revocation in county of person's residence	ALD
§201.558	May sue to collect penalty for violation of Chiropractor regulations	ALD
§201.601	Must represent board in suit to enjoin unlawful chiropractic practice	ALD
§201.603	Must bring suit to recover civil penalty for unlawful chiropractic practice	ALD
§202.604	May sue to collect penalty for violation of Podiatrist regulations	ALD
§204.312	The physician assistant board's legal counsel or a representative of the attorney must be present to advise the physician assistant board or the medical board's staff during certain informal proceedings	ALD
§204.318	Shall represent the expert in any suit resulting from a service provided by the person in good faith to the physician assistant board	ALD

§205.3541	The acupuncture board's legal counsel or a representative of the attorney general must be present to advise the acupuncture board or the medical board's staff during certain informal proceedings	ALD
§205.356	Shall represent the expert in any suit resulting from a service provided by the expert in good faith to the acupuncture board	ALD
§205.402	May bring a civil action to compel compliance with this chapter or to enforce a rule adopted under this chapter; may bring a civil action to collect a civil penalty	ALD
§205.456	May sue to collect administrative penalty	ALD
§206.313	The medical board's legal counsel or a representative of the attorney general must be present to advise the medical board or the board's staff during certain informal proceedings	ALD
§263.007	The board's legal counsel or a representative of the attorney general must be present to advise the board or the board's staff during certain informal proceedings (license denial and disciplinary proceedings)	ALD
§263.008	The board may request the attorney general to file suit against a person who fails to comply with a subpoena issued by the board to enforce the subpoena	ALD
§264.008	May sue to collect administrative penalty against dentist or hygienist	ALD
§264.052	Must present state in suit to enjoin person who practices dentistry in violation of state law	ALD
§264.102	Upon request, must sue to collect civil penalty against person who practices dentistry in violation of state law	ALD
§301.161	Shall provide legal assistance necessary to enforce this chapter	ALD
§301.464	Certain informal proceedings require the presence of a representative of the board's legal staff or of the attorney general to advise the board or the board's employees	ALD
§301.508	May sue to collect penalty for violation of Nursing regulations	ALD

§351.151	The board may not adopt a substantive rule before submitting the proposed rule to the attorney general for a ruling on the proposed rule's validity	ALD
§351.507	Rules adopted under this section must require the presence of the attorney general to advise the board or the board's employees	ALD
§351.558	If the person does not pay the administrative penalty and the enforcement of the penalty is not stayed, the executive director may refer the matter to the attorney general for collection of the penalty	ALD
§351.603	The attorney general or board may institute an action for injunctive relief and civil penalty, plus court costs and reasonable attorney's fees (Optometrists and Therapeutic Optometrists)	ALD
§353.204	May bring an action for an injunction to prohibit a person from violating this chapter or a rule adopted under this chapter	ALD
§453.353	May sue to enforce subpoena in case involving violations of physical therapist regulations, and to collect penalty (453.453)	ALD
§453.356	Certain informal proceedings require the presence of the board's legal counsel or a representative of the attorney general to advise the board or the board's employees	ALD
§453.451	May institute a proceeding to enforce this chapter, including a suit to enjoin or restrain a person from practicing physical therapy without complying with this chapter	ALD
§453.453	A civil penalty may be recovered in a suit brought by the attorney general	ALD
§454.304	Certain informal proceedings require the presence of the board's legal counsel or a representative of the attorney general to advise the board or the board's employees	ALD
§454.306	May sue to enforce subpoena in case involving violations of occupational therapist regulations, and to collect penalty (454.353)	ALD
§454.351	May institute a proceeding to enforce this chapter, including a suit to enjoin a person from practicing occupational therapy without complying with this chapter	ALD
§454.353	A civil penalty may be recovered in a suit brought by the attorney general	ALD

§455.351	May institute an action for injunctive relief to restrain a violation by a person who; may recover reasonable expenses and costs	ALD
§504.310	May sue to collect penalty for violation of chemical dependency counselor regulations	ALD
§504.351	May institute an action in district court for an injunction, a civil penalty, or both	ALD
§505.506	Shall represent the executive council in an action brought to enforce this chapter (Social Workers)	ALD
§507.206	If a person fails to comply with a subpoena, the executive council, acting through the attorney general, may file suit to enforce the subpoena (Texas Behavioral Health Executive Council)	ALD
§507.305	Certain informal proceedings require the presence of a member of the executive council's legal staff or an attorney employed by the attorney general to advise the executive council or the executive council's employees	ALD
§507.358	If the person does not pay the administrative penalty and enforcement of the penalty is not stayed, the executive council may refer the matter to the attorney general for collection of the penalty	ALD
§507.401	Shall represent the executive council in an action under this section	ALD
§507.402	Shall bring an action to recover a civil penalty authorized under this section	ALD
§554.001	The board may be represented by counsel, including the attorney general, if necessary in a legal action taken under this subtitle	ALD
§566.005	The executive director may refer the matter to the attorney general for collection of the penalty	ALD
§566.051	May, at the request of the board, petition a district court for an injunction to prohibit a person who is violating this subtitle from continuing the violation	ALD
§566.102	Shall, at the request of the board, institute an action to collect a civil penalty from a person who has violated this subtitle or any rule adopted under this subtitle	ALD
§601.311	During certain informal proceedings, the advisory board's legal counsel or a representative of the attorney general must be present to advise the advisory board or the medical board's staff	ALD

§601.316	Shall represent the expert in any suit resulting from a service provided by the person in good faith to the advisory board	ALD
§601.358	If the person does not pay the administrative penalty and the enforcement of the penalty is not stayed, the advisory board may refer the matter to the attorney general for collection	ALD
§601.361	May sue to collect administrative penalty for violation of radiology technologist regulations	ALD
§601.401	May sue to enjoined continued or threatened violation for injunctive relief or to recover the civil penalty	ALD
§602.2521	Certain informal procedures require the medical board's legal counsel or a representative of the attorney general to be present to advise the medical board or the medical board's employees	ALD
§602.3015	Shall, at the request of the medical board, bring an action to recover a civil penalty authorized under this section (Medical Physicists)	ALD
§602.352	May sue to collect the penalty	ALD
§603.407	Certain informal procedures require the presence of a representative of the attorney general or the medical board's legal counsel to advise the medical board or the medical board's employees	ALD
§603.451	The medical board may request the attorney general to commence an action to enjoin a violation of this chapter	ALD
§603.4515	Shall, at the request of the medical board, bring an action to recover a civil penalty	ALD
§603.508	May sue to collect the penalty	ALD
§604.209	During certain informal proceedings, the advisory board's legal counsel or a representative of the attorney general must be present to advise the advisory board or the medical board's staff	ALD
§604.214	Shall represent the expert in any suit resulting from a service provided by the person in good faith to the advisory board	ALD
§604.308	May sue to collect civil penalty for violation of respiratory care practitioner regs.	ALD
§604.311	May sue to collect administrative penalty for violation of respiratory care practitioner regulations	ALD

§702.551	May investigate an alleged violation of this chapter enforce any penalty or remedy authorized by this chapter; may recover reasonable expenses and costs	ALD
§702.552	May file suit against a person who violates, or threatens to violate, this chapter to obtain an injunction to enjoin the person from violating this chapter; or recover a civil penalty under Section 702.553	ALD
§702.554	The attorney general or a district or county attorney may file suit to recover a civil penalty against a person who violates an injunction issued under this subchapter in an amount not to exceed \$25,000 for a single violation	ALD
§801.158	May sue to enforce subpoena in case involving violation of veterinarian regulations, and to collect penalty (801.503)	ALD
§801.408	Certain informal proceedings require the presence of the board's general counsel or a representative of the attorney general during an informal proceeding to advise the board or the board's employees	ALD
§801.458	The executive director may refer the matter to the attorney general for collection of the penalty	ALD
§801.502	May bring an action for an injunction, or a proceeding incident to an injunction, to enforce this chapter; or enjoin a person	ALD
§801.503	Shall, at the request of the board, bring an action to recover a civil penalty authorized by this section	ALD
§901.166	May sue to enforce subpoena in case involving violation of accountant regulations, and to collect penalty (901.557)	ALD
§901.510	The attorney general or an attorney employed by the board shall represent the board at each hearing under this subchapter	ALD
§901.557	The board may refer the matter to the attorney general for collection of the penalty	ALD
§901.6011	May, at the request of the board, petition a district court for an injunction	ALD
§1001.213	May sue to enforce subpoena in case involving violation of engineer regulations, and to collect penalty (1001.504)	ALD
§1001.603	The authority of the board to issue an advisory opinion under this subchapter does not affect the	ALD

	authority of the attorney general to issue an opinion as authorized by law	
§1002.154	Shall act as legal advisor to the board and shall provide legal assistance as necessary (Geoscientists)	ALD
§1002.455	May sue to collect administrative penalty	ALD
§1051.204	May sue to enforce subpoena in case involving violation of architect regulations, and to collect penalty (1051.458)	ALD
§1051.209	Shall act as legal advisor to the board and shall provide legal assistance to enforce this subtitle	ALD
§1051.458	The board may refer the matter to the attorney general for enforcement	ALD
§1051.502	The board may be represented by the attorney general	ALD
§1051.504	The board may refer the violation to the attorney general for further action	ALD
§1071.358	Shall promptly apply for a court order for license state land surveyor to cross land under this section	ALD
§1071.503	Shall, at the request of the board, bring an action to recover the civil penalty	ALD
§1101.157	May sue to enforce subpoena in case involving violation of real estate broker and salesperson regulations, and to collect penalty (1101.708)	ALD
§1101.608	May protect the real estate recovery trust account from unjust claims, and ensure compliance with trust recovery requirements under Ch. 1101	ALD, Fin Lit
§1101.708	May refer the matter to the attorney general for collection of the penalty	ALD
§1101.752	May enjoin a violation or potential violation of real estate broker/salesperson regulations	ALD
§1102.357	May act under this subsection to protect the fund from spurious or unjust claims or ensure compliance with the requirements for recovery under this subchapter	ALD
§1102.404	May bring an action to enforce this chapter or to abate or enjoin a violation of this chapter or a rule adopted under this chapter as prescribed by Sections 1101.751 and 1101.752	ALD
§1103.454	May file suit to enforce the subpoena	ALD
§1103.551	Shall act as legal advisor to the board and provide necessary legal assistance	ALD

§1103.553	May bring an action in district court to recover a civil penalty under this section for frivolous complaints	ALD
§1103.5535	May bring an action to recover a civil penalty under this section for engaging in activity without required certificate or license	ALD
§1104.206	May file suit to enforce the subpoena	ALD
§1104.251	Shall act as legal advisor to the board and provide necessary legal assistance	ALD
§1104.252	May bring an action to recover a civil penalty under this section for engaging in activity without required registration	ALD
§1105.008	Shall represent the agency in any litigation and may assess and collect from the agency reasonable attorney's fees associated with any litigation (Self-Directed and Semi-Independent Status of Texas Real Estate Commission)	ALD
§1151.205	May sue to enforce subpoena in case involving violation of property tax professional regulations	ALD
§1201.409	Shall file suit for recovery of the amount due the manufactured homeowner consumer claims program	CPD, Fin Lit, Gen Lit
§1201.611	May sue to collect penalty for violation of manufactured housing regulations	CPD, Fin Lit, Gen Lit
§1301.256	May sue to enforce subpoena in case involving violation of plumber regulations, and to collect penalty (1301.712)	ALD, Fin Lit
§1301.505	Shall represent the board in an action to enforce this chapter (plumbers)	ALD
§1301.712	May sue to collect the penalty	ALD
§1305.302	May institute an action for an injunction or a civil penalty under this chapter (Electricians)	ALD
§1602.153	May sue to enforce subpoena in case involving violation of cosmetologist regulations	ALD
§1603.451	Shall initiate a suit for injunction and proceedings for suspension or revocation of the certificate, license, or permit	ALD
§1603.452	May sue to collect civil penalty for barbers and cosmetologist violations	ALD
§1603.454	Shall represent the department in an action to enforce this chapter	ALD
§1701.3545	A constable who does not comply with this section forfeits the office and the attorney general shall	ALD, LED, Gen Lit

	institute a quo warranto proceeding to remove the constable from office	
§1701.506	Shall represent the commission in the appeal	ALD, LED
§1702.382	May sue to enjoin for a violation by the private security of this chapter or administrative rule	ALD, LED
§1702.383	May institute a civil suit in a Travis County district court or in a district court in the county in which the violation occurred for injunctive relief under Section 1702.382 or for assessment and recovery of the civil penalty.	ALD, LED
§1703.401	If a person violates this chapter, the department, through the attorney general, shall apply in the state's name for an order to enjoin the violation of or to enforce compliance with this chapter	ALD, LED
§1803.151	May request information from a public safety entity to verify a registration statement	ALD, LED
§1803.153	May sue to enjoin violation of solicitation of public safety organizations regulations, or to collect penalty	ALD, LED
§1804.201	May request information from veterans organization to verify a registration statement	ALD
§1804.203	May sue to enjoin violation of solicitation of veterans organizations regulations	ALD
§1901.404	Shall, at the request of the executive director, bring an action for injunctive relief, to recover a civil penalty, or for both (Water Well Drillers)	ALD
§1902.404	Shall, at the request of the executive director, bring an action for injunctive relief, to recover a civil penalty, or for both (Water Well Pump Installers)	ALD
§1951.204	May sue to enforce subpoena in case involving violation of structural pest control regulations, and to collect penalty (1951.558)	ALD
§1951.602	Shall, at the request of the commissioner, institute and conduct an action for the injunctive relief, to recover the civil penalty, or both	ALD
§1954.355	May sue to collect penalty for violation of asbestos regulations	Fin Lit, Gen Lit, EPD
§1954.401	The commissioner may request the attorney general to bring a civil suit for injunctive relief, the assessment and recovery of a civil penalty, or both	Fin Lit, Gen Lit, EPD
§1956.201	May initiate an action for an injunction to prohibit a person from violating this chapter	EPD, ALD

§1956.202	May sue to collect penalty for violation of metal recycling regulations; may recover reasonable expenses and costs	EPD, ALD, Fin Lit
§1957.004	May sue to collect penalty for violation of industrial hygienist regulations	ALD
§2001.157	May request that a commercial lessor disclose certain financial information	ALD, Fin Lit, Gen Lit
§2001.558	May sue to enjoin violations of Bingo regulations	ALD
§2001.560	May examine or cause to be examined the records of an authorized organization that is or has been licensed to conduct bingo	ALD
§2001.608	May sue to collect penalty for violations of Bingo Regulations	ALD
§2002.058	May sue to enjoin a raffle that would violate state gambling law	ALD
§2004.010	May bring an action for a permanent or temporary injunction or a temporary restraining order prohibiting conduct involving a raffle or similar procedure	ALD
§2022.012	Shall designate at least one member of the attorney general's staff to counsel and advise the commission and represent the commission in legal proceedings (Texas Racing Commission)	ALD
§2025.101	Shall, on receipt of information relating to the violation, file suit for cancellation of the charter and revocation of the license	ALD
§2033.057	A complaint alleging a violation of this subtitle (Texas Racing Act) may be instituted by the attorney general	ALD, Gen Lit, Fin Lit
§2033.106	The executive director may refer the matter to the attorney general for enforcement by injunction and any other available remedy and the attorney general is entitled to recover reasonable attorney's fees	ALD, Gen Lit, Fin Lit
§2051.403	May sue to enforce a subpoena in cases involving violations of athlete agent regulations, to enjoin violations (2051.405), and to recover penalty (2051.456)	ALD, Gen Lit, Fin Lit
§2052.303	May file a civil suit to assess and recover a civil penalty under Subsection (a); or enjoin a person who violates or threatens to violate this chapter or a rule adopted under this chapter from continuing	ALD, Gen Lit, Fin Lit

	the violation or threat in the realm of combative sports	
§2151.151	May sue to enjoin violations of amusement ride regulations	ALD
§2153.353	May file action against an unlicensed or unregistered coin-operated machine owner/operator	ALD
§2301.804	At the request of the board or the executive director, if authorized by the presiding officer of the board, the attorney general shall bring in the name of the state a suit for an injunction or a civil penalty (Sale or Lease of Motor Vehicles)	Consumer Protection, ALD, Fin Lit, Gen Lit
§§2303.301	May, at the request of the department institute an action for injunctive relief, civil penalty, or both, and recover reasonable attorney's fees and court costs (Vehicle Storage Facilities)	Consumer Protection, ALD, Fin Lit, Gen Lit
§2308.502	May institute an action for an injunction or a civil penalty under this chapter (Vehicle Towing and Booting)	Consumer Protection, ALD, Fin Lit, Gen Lit
§2309.252	May institute an action for an injunction or a civil penalty under this chapter (Used Automotive Parts Recyclers)	EPD, ALD, Fin Lit, Gen Lit
§2310.003	May sue to collect penalty for violating motor fuel metering standards (Effective Sept 1, 2020)	EPD, ALD, Fin Lit, Gen Lit
§2352.204	May sue to collect a civil penalty under this section and may recover reasonable expenses	Gen Lit, ALD, Fin Lit

XX. Tex. Parks & Wild. Code Ann.

§12.303	May sue to recover value for fish & animals illegally killed or taken.	EPD
§22.035	The attorney general shall approve the bonds if he finds that they have been issued in accordance with the constitution and this subchapter and that they will be binding special obligations of the department (State Parks)	PFD
§24.011	Shall file suit against a political subdivision or nonprofit that fails to comply with the requirements of this subchapter (State Assistance for Local Parks)	EPD

§24.060	Shall file suit against a county, municipality, or nonprofit that fails to comply with the requirements of this subchapter	EPD
§47.052	Violations of the above sections may also be enjoined by the attorney general by suit filed in a district court in Travis County	EPD
§81.104	Condemnation suits under this subchapter shall be brought in the name of the State of Texas by the attorney general at the request of the department and shall be held in Travis County	EPD
§§82.203; .603	Condemnation suits brought under this subchapter shall be brought in the name of the State of Texas by the attorney general at the request of the department	EPD
§86.025	Shall, at the request of the director, bring suit for injunctive relief, recover a civil penalty, recover the value of material taken in violation of this chapter, or for any appropriate combination of these remedies	EPD

XXI. Tex. Penal Code

§1.09	With the consent of the appropriate local county or district attorney, the attorney general has concurrent jurisdiction with that consenting local prosecutor to prosecute under this code any offense an element of which occurs on state property or any offense that involves the use, unlawful appropriation, or misapplication of state property, including state funds	Criminal Prosecution, Criminal Investigation,
§12.47	If requested to do so by a prosecuting attorney, may assist the prosecuting attorney in the investigation or prosecution of an offense committed because of bias or prejudice	Criminal Prosecution, Criminal Investigation
§31.03	With the consent of the appropriate local county or district attorney, the attorney general has concurrent jurisdiction with that consenting local prosecutor to prosecute an offense under this section that involves the state Medicaid program	MFCU, CMF
§32.32	With the consent of the appropriate local county or district attorney, the attorney general has concurrent jurisdiction with that consenting local	Criminal Prosecution,

	prosecutor to prosecute an offense under this section that involves a mortgage loan	Criminal Investigation
§§32.45	With the consent of the appropriate local county or district attorney, the attorney general has concurrent jurisdiction with that consenting local prosecutor to prosecute an offense under this section that involves the state Medicaid program	MFCU, CMF
§33.04	If requested to do so by a prosecuting attorney, may assist the prosecuting attorney in the investigation or prosecution of an offense under this chapter or of any other offense involving the use of a computer	Criminal Prosecution, Criminal Investigation
§33.05	With the consent of the appropriate local county or district attorney, the attorney general has concurrent jurisdiction with that consenting local prosecutor to investigate or prosecute an offense under this section (Voting Machine)	Criminal Prosecution, Criminal Investigation
§33A.06	If requested to do so by a prosecuting attorney, may assist the prosecuting attorney in the investigation or prosecution of an offense under this chapter or of any other offense involving the use of telecommunications equipment, services, or devices	Criminal Prosecution, Criminal Investigation
§34.03	If requested to do so by a prosecuting attorney, may assist in the prosecution of an offense under this chapter (Money Laundering)	Criminal Prosecution, Criminal Investigation
§35.04	May prosecute an insurance fraud case, or offer the prosecutor the AG's resources	Criminal Prosecution, Criminal Investigation
§37.10	With the consent of the appropriate local county or district attorney, the attorney general has concurrent jurisdiction with that consenting local prosecutor to prosecute an offense under this section that involves the state Medicaid program (Perjury and Other Falsification)	MFCU, CMF
§39.015	With the consent of the appropriate local county or district attorney, the attorney general has concurrent jurisdiction with that consenting local prosecutor to prosecute an offense under this chapter (Abuse of Office)	Criminal Prosecution, Criminal Investigation

§39.04	Shall have concurrent jurisdiction with law enforcement agencies to investigate violations of this statute involving serious bodily injury or death	Criminal Investigation, Criminal Investigation
§48.03	With the consent of the appropriate local county or district attorney, the attorney general has concurrent jurisdiction with that consenting local prosecutor to prosecute an offense under this section (conduct affecting public health)	CI, CP, SL

XXII. Tex. Prop. Code Ann.

§5.207	May institute an action for injunctive or declaratory relief to restrain a violation of this subchapter regarding conveyances; may institute an action for civil penalties against a payee for a violation of this chapter	Gen Lit, Fin Lit
§12.017	May sue to collect penalty for knowing filing of false affidavit related to mortgages	Fin Lit, Criminal Prosecution
§71.109	The attorney general or the other person acting on behalf of the state in the escheat proceeding may make an appeal or file the writ	Gen Lit, Fin Lit
§71.301	As the comptroller elects and with the approval of the attorney general, the attorney general, the county attorney or criminal district attorney for the county, or the district attorney for the district shall represent the comptroller	Gen Lit, Fin Lit
§74.304	Shall, on written notice of the claim, defend the holder against the claim	Fin Lit
§74.702	May at any reasonable time and place, examine the books and records of any person to determine whether the person has complied with this title	Fin Lit
§74.703	May employ additional personnel necessary to enforce this title (Report, Delivery, and Claims Process)	Fin Lit
§74.704	If the comptroller requests, the attorney general shall assist the comptroller in enforcing this title	Fin Lit
§74.709	Shall, on the request of the comptroller, bring an action and may recover reasonable attorney's fees	Fin Lit
§74.712	Shall, on the request of the comptroller, bring suit to enforce the subpoena	Fin Lit
§77.152	Shall, on written notice of the claim, defend the holder against the claim	Accounting, Budget, CVS

§77.201	A claim under this subsection may be submitted by the attorney general or the comptroller on behalf of the state or state agency	Accounting, Budget, CVS
§77.302	May, at any reasonable time and place, examine the books and records of any holder	Accounting, Budget, CVS
§77.304	Shall, on the request of the comptroller, bring suit to enforce the subpoena	Accounting, Budget, CVS
§113.026	If the attorney general determines that one or more replacement charitable beneficiaries do not have the same or similar charitable purpose as the failed charitable beneficiary, the attorney general shall request in writing that a district court in the county in which the trust was created review the selection	Fin Lit
§113.030	May bring an action to enforce the provisions of this section	Fin Lit
§123.002	May intervene in proceeding involving a charitable trust and may join and enter into compromise or settlement relating to a charitable trust	Fin Lit
§123.003	receives notice of any proceeding involving a charitable trust or else any judgment in that proceeding is voidable	Fin Lit
§221.075	May sue to for collection of civil penalty and/or injunctive relief for violation of Texas Timeshare Act	Fin Lit, Consumer Protection
§301.086	On receipt of the commission's authorization, the attorney general shall promptly file the action	Fin Lit, Consumer Protection, Gen Lit
§301.112	At the request of the commission, the attorney general shall sue to recover a civil penalty due under this section	Fin Lit, Consumer Protection, Gen Lit
§301.131	If a timely election is made, the commission shall authorize the attorney general shall file in a district court a civil action seeking relief on behalf of the aggrieved person	Fin Lit, Consumer Protection, Gen Lit
§301.132	May file civil action for appropriate relief against repeat offenders of Fair Housing Act	Fin Lit, Consumer Protection, Gen Lit
§301.133	May enforce the subpoena in appropriate proceedings in district court	Fin Lit, Consumer

		Protection, Gen Lit
§301.155	On request of the commission, the attorney general may intervene in an action under this subchapter if the commission certifies that the case is of public importance	Fin Lit, Consumer Protection, Gen Lit

XXIII. Tex. Spec. Dist. Code Ann.

§3503.203	Shall approve the bonds and the contract if find that the bonds have been authorized and the contract was entered into in accordance with law	PFD
§§5007.006	Approve bonds (Port of Houston Authority of Harris County, Texas)	PFD
§8101.262	If the attorney general finds that the bonds have been authorized and the contract has been made in accordance with law, the attorney general shall approve the bonds and contract (Athens Municipal Water Authority)	PFD
§8104.309	If the attorney general finds that the bonds or notes have been authorized and that the lease or contract has been made in accordance with law, the attorney general shall approve the bonds or notes and the lease or contract (Baytown Area Water Authority)	PFD
§8502.012	If the attorney general finds that the bonds have been authorized and the contract has been made and entered into in accordance with law, the attorney general shall approve the bonds and the contract	PFD
§8503.023	May sue to enforce compliance with public access rights to LCRA “lands” Lower Colorado River Authority	EPD
§8506.115	On notice by a resident of this state of a violation of this section, the attorney general shall institute the proper legal proceedings to require the authority or its successor to comply with this section (Upper Colorado River Authority)	EPD
§8801.105	Shall, at the request of the district, defend the district in suits brought against the district in all district and appellate courts of this state and in the courts of the United States (Harris-Galveston Subsidence District)	EPD

§8801.204	Shall, at the request of the board, or the general manager if authorized by the board, institute and conduct an action against any person in the name of the district for injunctive relief or to recover a civil penalty, or both	EPD
§8834.118	Shall, if requested by the district, represent the district in the district courts and appellate courts of this state and in the courts of the United States (Fort Bend Subsidence District)	EPD
§8834.252	Shall institute an action under this section at the request of the board, or at the request of the general manager if authorized by the board	EPD
§8888.254	If the attorney general finds that the bonds have been authorized and the contract has been made in accordance with law, the attorney general shall approve the bonds and the contract	PFD

XXIV. Tex. Tax Code Ann.

§111.002	If a forfeiture is not paid, the attorney general shall file suit to recover the forfeiture in a court of competent jurisdiction in Travis County or in any other county where venue lies	Tax
§111.003	The governor shall notify the attorney general, who shall institute criminal and civil proceedings in the name of the state against persons accused of a violation or negligence of duty	Criminal Prosecutions
§111.006	May use information otherwise confidential (e.g. tax returns) to enforce any provision of the tax code in relation to collection procedures; may disclose certain information to a municipality or county; information in possession of attorney general remains confidential	Tax
§111.0075	May institute and conduct a suit to collect the penalty authorized by this section and to restrain the person from continuing to violate this section (collection procedures)	Tax
§111.010	The attorney general shall bring suit in the name of the state to recover delinquent state taxes, tax penalties, and interest owed to the state	Tax
§111.011	May sue to enjoin continued business from an entity failing to file a tax report or failing to pay a tax	Tax

§112.104	If the attorney general determines that the amount of a bond filed under this subchapter is insufficient to cover double the amount of taxes, fees, and penalties accruing after the restraining order or injunction is granted, the attorney general shall demand that the applicant file an additional bond	Tax
§112.105	In taxpayer suits, the attorney general or the state official authorized to enforce the collection of a tax to which an order or injunction under this subchapter applies may file in the court that has granted the order or injunction an affidavit stating that the applicant has failed to comply with or has violated a provision of this subchapter	Tax
§112.106	Taxes, fees, and penalties that are secured by a bond and remain unpaid after a demand for payment shall be recovered in a suit by the attorney general	Tax
§112.153	Shall represent the comptroller in a suit under this subchapter	Tax
§151.262	May sue to enjoin a person from selling sales or excise taxable items subject to imposed taxes without a valid permit or license	Tax
§151.471	Shall prosecute the action on the comptroller's behalf and are entitled to recover court costs and reasonable attorney's fees	Tax
§151.488	Shall prosecute the action on the comptroller's behalf and are entitled to recover court costs and reasonable attorney's fees	Tax
§151.601	the action shall be prosecuted by the attorney general (delinquent taxes)	Tax
§154.501	Shall bring a suit to recover penalties under this section (cigarette tax)	Tax
§155.201	Shall bring suits to recover penalties under this section (cigars and tobacco products tax)	Tax
§162.007	May file suit to collect unpaid motor fuel taxes	Tax
§171.210	May use information made confidential by this chapter; may authorize the use of the confidential information in a judicial proceeding in which the state is a party; general may authorize examination of the confidential information by another state officer of this state, a law enforcement official of this state, a tax official of	Tax

	another state or an official of the federal government if the other state or the federal government has a reciprocal arrangement with this state (as it applies to Franchise Tax)	
§171.303	Shall bring suit to forfeit the charter or certificate of authority of the corporation if a ground exists for the forfeiture of the charter or certificate	Tax
§181.103	May sue to enjoin a person who is cement tax-delinquent from engaging in cement taxable activities	Tax
§182.103	Shall bring suits to collect penalties under this chapter (Miscellaneous gross receipts taxes)	Tax
§201.303	May enforce tax lien by filing suit in connection with gas production tax. If a tax imposed by this chapter is delinquent or if interest or a penalty on a delinquent tax has not been paid, the state has a prior lien for the tax, penalty, and interest on all property and equipment used by the producer to produce gas	Tax
§201.354	Shall bring a suit for the collection of a penalty imposed	Tax
§202.054	May sue to collect penalty for violation of oil recovery project termination notification requirements	Tax
§202.056	May sue to collect penalty for violating tax-exemption protocols for formerly inactive oil wells (exemption for oil and gas from wells previously inactive); see also(202.059 exemption for hydrocarbons from Terra wells, 202.060 exemption for oil and gas from reactivated orphaned wells)	Tax
§204.009	May sue to collect penalty for misapplying new field discovery tax credits	Tax
§321.310	May disapprove of the institution of a suit by a municipality under Section 321.309(b) if certain conditions are met as listed in the statute (Municipal Sales and Use Tax Act)	Tax
§322.207	May disapprove of the institution of a suit by a taxing entity under Section 322.206(b) if certain conditions are met as listed in the statute (Sales and Use Taxes for Special Purpose Taxing Authorities)	Tax
§323.310	May disapprove of the institution of a suit by a county under Section 323.309(b) if certain	Tax

	conditions are met as listed in the statute (County Sales and Use Tax Act)	
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XXV. Tex. Transp. Code Ann.

§21.153	May sue to enforce subpoena in aeronautics investigation cases, and may bring suit for violation of aeronautics regulations (21.156)	Transportation
§21.154	Shall institute and conduct a suit for the penalty	Transportation
§21.156	May bring suit to enforce this chapter	Transportation
§22.157	If the attorney general determines that the obligations are issued in accordance with this chapter, the attorney general shall approve them (County and Municipal Airports)	Transportation
§52.006	Shall send the governor and the commissioner a list of each state or local agency that the attorney general determines has jurisdiction to administer laws regarding environmental protection, land and water use, and coastal zone management in the area in which the deepwater port is located	EPD
§61.007	Shall assist a board in the enforcement of this chapter (Compulsory Pilotage)	EPD
§111.058	For a penalty provided under this chapter that is recoverable by the state, the attorney general, or an attorney acting under the direction of the attorney general, may bring suit in the name of the state (Regulation by Texas Department of Transportation)	Transportation
§191.006	Shall immediately bring an action against a railroad company or other corporation, firm, partnership, or individual who violates this chapter to collect a civil penalty (Structures and materials near railroad or railway)	Transportation
§201.407	The department, in collaboration with the office of the attorney general, shall establish the content of the training (recognition and prevention of smuggling and trafficking of persons)	Special Prosecutions
§201.943	If the attorney general finds that they will be issued in accordance with this subchapter and other applicable law, the attorney general shall approve them	Special Prosecutions

§201.973	If the attorney general finds that they will be issued in accordance with this subchapter and other applicable law, the attorney general shall approve them	Special Prosecutions
§202.030	Must approve a transfer or conveyance that is made under this subchapter if the value of the real property transferred or conveyed is \$10,000 or more (Control of Transportation Assets)	Transportation
§203.054	Must bring suit to prosecute a condemnation suit for the transportation commission	Transportation
§222.004	If the attorney general finds that they will be issued in accordance with this section and other applicable law, the attorney general shall approve them and deliver them to the comptroller for registration (Funding and Federal Aid)	Transportation
§222.035	Shall monitor federal legislation for purposes of this section	Intergovernmental Relations Division
§222.075	On determining that the revenue bonds have been authorized in accordance with law, the attorney general shall approve the revenue bonds	PFD
§224.004	The commission shall direct the attorney general to initiate eminent domain proceedings on behalf of the state to acquire the right-of-way	Transportation
§228.108	If the attorney general determines that the bonds, the bond proceedings, and any supporting contract are authorized by law, the attorney general shall approve the bonds and deliver to the comptroller (State highway Toll Projects)	PFD
§228.154	If the attorney general determines that the agreement is in accordance with law, the attorney general shall approve the agreement and deliver to the commission a copy of the legal opinion of the attorney general stating that approval	Transportation
§366.116	If the attorney general determines that the bonds, the bond proceedings, and any supporting contract are authorized by law, the attorney general shall approve the bonds and deliver to the comptroller (Regional Tollway Authorities)	PFD
§370.116	If the attorney general determines that the bonds, the bond proceedings, and any supporting contract are authorized by law, the attorney	PFD

	general shall approve the bonds and deliver to the comptroller (Regional Mobility Authorities)	
§371.051	Shall provide a legal sufficiency determination and set the examination free (Comprehensive Development Agreements for Highway Toll Projects)	Transportation
§391.034	The department may direct the attorney general to apply for an injunction	Transportation
§391.035	May sue to collect penalty for violation of outdoor advertising regulations	Transportation
§391.125	The department may request the attorney general to apply for an injunction to require the screening of the junkyard	Transportation
§391.126	May sue to collect penalty for violation of junkyard and auto graveyard regulations	Transportation
§391.254	May bring suit to collect the penalty	Transportation
§392.0355	May sue to collect penalty for violation of highway beautification on state right-of-way regulations	Transportation
§394.081	May sue to collect the civil penalty (Regulation of Outdoor Signs on Rural Roads)	Transportation
§394.087	The department may direct the attorney general to apply for an injunction to require the removal of the sign	Transportation
§431.071	If the attorney general finds that the bond or note, and any supporting contract are authorized under this chapter, the attorney general shall approve them (Texas Transportation Corporation Act)	PFD
§451.355	If the attorney general finds that the bonds have been issued in conformity with the constitution and this chapter and that the bonds will be a binding obligation of the issuing authority, the attorney general shall approve the bonds (Metropolitan Rapid Transit Authorities)	PFD
§452.355	If the attorney general finds that the bonds have been issued in conformity with the constitution and this chapter and that the bonds will be a binding obligation of the issuing authority, the attorney general shall approve the bonds (Regional Transportation Authority)	PFD
§453.305	If the attorney general finds that the bonds have been issued in conformity with the constitution	PFD

	and this chapter and that the bonds will be a bonding obligation of the issuing transit department, the attorney general shall approve the bonds (Municipal Transit Departments)	
§457.254	If the attorney general finds that the bonds have been issued in conformity with the constitution and this chapter and that the bonds will be a bonding obligation of the issuing authority, the attorney general shall approve the bonds (County Mass Transit Authority)	PFD
§463.205	If the attorney general finds that the bonds have been issued in conformity with the constitution and this chapter and that the bonds will be a bonding obligation of the issuing authority, the attorney general shall approve the bonds (Regional Transit Authorities)	PFD
§503.092	May enforce this chapter and bring an enforcement action (Dealer's and Manufacturer's Vehicle License Plates)	Transportation
§521.062	May file a suit against a person with whom the department has contracted under this section, driver record monitoring pilot program, for injunctive relief or civil penalties; may recover reasonable expenses and costs (Driver's Licenses and Certificates)	Transportation
§521.453	May bring an action to enjoin a violation or threatened violation of this section for a fictitious license or certificate	Transportation
§542.2035	The attorney general shall enforce this subsection (a municipality may not implement or operate an automated traffic control system with respect to a highway or street under its jurisdiction for the purpose of enforcing compliance with posted speed limits)	Transportation
§547.208	Shall represent the department in the suit (to prohibit the manufacture, offer, distribution, or sale of an item of vehicle equipment that is subject of a department order)	Transportation
§548.4045	May bring suit in the name of this state to recover on the bond	Fin Lit
§548.408	The district or county attorney or the attorney general shall represent the director in the appeal	Transportation

§548.6015	May bring suit in the name of this state to collect the penalty for violation of compulsory inspection of vehicles regulation	Transportation
§623.273	May, at the request of the department, petition a district court for appropriate injunctive relief to prevent or abate a violation of this chapter or a rule or order adopted under this chapter and may recover reasonable expenses (Permits for Oversize or Overweight Vehicles)	Transportation
§643.255	May, at the request of the department, petition a district court for appropriate injunctive relief to prevent or abate a violation of this chapter or a rule or order adopted under this chapter and may recover reasonable expenses (Motor Carrier Registration)	Transportation
§644.152	May sue to collect penalty for failure to permit commercial motor vehicle inspection	Transportation
§644.154	Shall sue to enjoin a violation or a threatened violation of a rule adopted under this chapter on request of the director	Transportation
§728.004	May enforce this subchapter and may bring an action in the county in which a violation has occurred (Sale or Transfer of Motor Vehicles and Master Keys)	Transportation
§728.022	May bring an action to recover the civil penalty imposed	ALD, LED, Tort
§1001.006	Shall defend an action brought against the board or the department or an action brought against an employee of the department as a result of the employee's official act or omission, regardless of whether at the time of the institution of the action that person has terminated service with the department	Transportation, ALD

XXVI. Tex. Util. Code Ann.

§12.004	Shall represent the commission in a matter before a state court, a court of the United States, or a federal public utility regulatory commission	EPD
§15.021	Shall, on the request of the commission, apply in the name of the commission for a court order (Judicial Review, Enforcement, and penalties)	EPD

§15.025	If the person does not pay the amount of the penalty and the enforcement of the penalty is not stayed, the executive director may refer the matter to the attorney general for collection of the amount of the penalty	EPD
§15.028	Shall file in the name of the commission a suit on the attorney general's own initiative or at the request of the commission to recover the civil penalty under this section	EPD
§15.029	A civil penalty under this section is recoverable in a suit filed in the name of the commission by the attorney general on the attorney general's own initiative or at the request of the commission	EPD
§39.151	May sue to compel independent organizations to comply with utility commission rules	EPD
§64.203	May investigate violations of mobile phone number publications, and may enjoin activity and collect penalty	EPD, Consumer Protection
§105.021	Shall, on the request of the railroad commission, apply in the name of the commission for an order	EPD
§105.023	Shall file in the name of the railroad commission a suit on the attorney general's own initiative or at the request of the commission to recover the civil penalty under this section	EPD
§121.052	Shall enforce this section by injunction or other remedy (pipelines: monopolies subject to railroad commission)	EPD
§121.203	The attorney general, on behalf of the railroad commission, is entitled to injunctive relief to restrain a violation of a safety standard adopted under this subchapter	EPD
§121.205	A civil penalty may be compromised by the attorney general	EPD
§121.210	An administrative penalty may be recovered in a civil action brought by the attorney general at the request of the railroad commission	EPD
§141.005	At the request of the commission, the attorney general shall bring suit for the appointment of a receiver to collect the assets and carry on the business of a distribution system retailer	EPD, Fin Lit, ALD
§251.060	The corporation shall refer the recommended penalty to the attorney general, who shall institute a suit in a court of competent jurisdiction to recover	EPD

	the penalty (Underground Facility Damage Prevention and Safety)	

XXVII. Tex. Water Code Ann.

§6.114	Shall seek a writ of mandamus and any other legal or equitable remedy and may recover reasonable attorney's fees and costs (Texas Water Development Board)	EPD
§6.115	Shall bring suit for the appointment of a receiver	EPD, ALD
§6.190	The executive administrator, on behalf of the board, shall obtain the approval of the attorney general as to the legality of a resolution of the board authorizing state ownership in a project	EPD, ALD
§7.032	On request of the executive director, the attorney general or the prosecuting attorney in a county in which the violation occurs shall initiate a suite for injunctive relief	EPD, ALD
§7.072	An administrative penalty owed under this subchapter may be recovered in a civil action brought by the attorney general at the request of the commission	EPD, ALD, Fin Lit
§7.105	On the request of the executive director or the commission, the attorney general shall institute a suit in the name of the state for injunctive relief, to recover a civil penalty, or for both	EPD, ALD, Fin Lit
§7.106	The attorney general's office and the executive director may agree to resolve any violation, before or after referral, by an administrative order issued by the commission with the approval of the attorney general	EPD, ALD
§7.110	Shall promptly consider any written comments and may withdraw or withhold consent to the proposed order, judgment, or other agreements ...	EPD, ALD
§7.111	On request by the commission, the attorney general shall file suit to recover security	EPD, ALD, Fin Lit
§11.0842	If the person does not pay the amount of the penalty and the enforcement of the penalty is not stayed, the commission may refer the matter to the attorney general for collection of the amount of the penalty	EPD, ALD, Fin Lit

§11.456	On the request of the commission, the attorney general shall seek injunctive relief to carry out the purpose of this section	EPD, ALD
§12.082	After the attorney general receives the notice, he may bring an action for injunctive relief, or he may bring quo warranto proceedings against the directors	EPD, ALD
§13.014	Shall represent the commission or the utility commission under this chapter in all matters before the state courts and any courts of the United States	EPD
§13.412	At the request of the utility commission or the commission, the attorney general shall bring suit for the appointment of a receiver to collect the assets and carry on the business of a water or sewer utility	EPD
§13.414	Shall institute suit on his own initiative or at the request of, in the name of, and on behalf of the utility commission or the commission in a court of competent jurisdiction to recover the penalty under this section	EPD
§15.212	Shall, at the request of the board, take all necessary legal action to assist the board in carrying out this subsection (Texas Water Assistance Program)	EPD, ALD
§15.435	If the attorney general finds that the agreement has been made in accordance with the constitution and other laws of this state, the attorney general shall approve the agreement and the comptroller shall register the (Bond Enhancement) agreement	PDF
§15.475	If the attorney general finds that the revenue bonds have been authorized in accordance with law, the attorney general shall approve the revenue bonds	PFD
§15.905	If the attorney general finds that the loan agreement and the promissory note are valid and binding obligations of the political subdivision or water supply corporation, the attorney general shall approve the documents and deliver them to the comptroller	PFD
§16.053	The attorney general, on request, shall represent a regional water planning group, a representative who serves on the regional water planning group,	EPD, ALD

	or an employee of a political subdivision that contracts with the regional water planning group in a suit arising from an act or omission relating to the regional water planning group	
§16.354	May sue to enforce a county or municipal rule adopted under 16.350, collect penalty under 16.352, enjoin activity under 16.353, get damages under 16.3535, and enforce a political subdivision's rules, all relating to economically distressed area water regulations	EPD, ALD, Fin Lit
§17.859	If the attorney general finds that the revenue bonds have been authorized in accordance with law, he shall approve the revenue bonds	PFD
§20.076	shall institute appropriate proceedings for mandamus or other legal remedies to compel the political subdivision or its officers, agents, and employees to cure the default by performing those duties that they are legally obligated to perform (Texas Water Resources Finance Authority)	EPD, ALD, Fin Lit
§26.3513	Shall file suit on behalf of the commission to seek the relief provided by this section (Water Quality Control)	EPD
§26.355	At the request of the commission, the attorney general shall initiate court proceedings to recover costs under this section	EPD
§27.103	At the request of the railroad commission, the attorney general shall institute and conduct a suit in the name of the State of Texas for injunctive relief or to recover the civil penalty, or for both (Injection Wells)	EPD
§29.053	At the request of the railroad commission, the attorney general shall institute and conduct a suit in the name of the state for injunctive relief or other appropriate remedy or to recover a civil penalty (Oil and Gas Waste Haulers)	EPD
§30.056	If the attorney general finds that the bonds are authorized and that the contract is made in accordance with the constitution and laws of this state, he shall approve the bonds and the contract	PFD
§36.181	If the attorney general finds that the bonds or notes have been authorized in accordance with law, the attorney general shall approve them, and they shall be registered by the comptroller	PFD

§49.182	May sue to enjoin or quo warranto against directors for improper water construction and improvement projects	Fin Lit
§49.184	Shall carefully examine the bonds, with regards to the record and the constitution and laws of this state governing the issuance of bonds, and shall officially approve and certify the bonds if ...	PFD
§51.427	Shall examine all the proceedings and shall require any further evidence and make any further examination which he considers advisable; then shall file an answer to the suit ... (Water Control and Improvement Districts)	PFD, Fin Lit
§53.177	Shall carefully examine the bonds in connection with the record and the constitution and laws of this state governing the issuance of bonds; shall certify the bonds if he finds that they conform to the record and the constitution and laws of this state ... (Fresh Water Supply Districts)	PFD
§55.405	Shall approve the bonds if they are issued in accordance with the provisions of this subchapter and the constitution, and the bonds shall be registered with the comptroller (Water Improvement Districts)	PFD
§56.205	Shall examine the bonds carefully and shall certify them if he finds that they conform to the constitution and laws of this state and are valid and binding obligations of the district (Drainage Districts)	PFD
§58.446	Shall examine the record and give his opinion on it (Irrigation Districts)	PFD
§58.447	If the attorney general finds that the bonds are issued according to law and are valid, binding obligations of the district, he shall officially certify the bonds and execute a certificate	PFD
§58.457	Shall examine all the proceedings and shall require any further evidence and make any further examination which he considers advisable; then shall file an answer to the suit	PFD, Fin Lit
§62.196	Shall examine and certify bonds	PFD
§63.253	Shall examine and certify bonds	PFD
§66.315	If the attorney general finds that the bonds have been authorized in accordance with law, he shall approve them	PFD

XXVIII. Tex. Rev. Civ. Stats. Ann. arts.

581-25-1	May sue to appoint receiver if a business has engaged in fraud, or is otherwise necessary to protect the assets for the benefit of customers	Bankruptcy
581-3	In the event of the negligence or refusal of such attorney to institute and prosecute such violation (Under Article 581), the Commissioner shall submit such evidence to the Attorney General, who is hereby authorized to proceed therein with all the rights, privileges and powers conferred by law upon district or county attorneys, including the power to appear before grand juries and to interrogate witnesses before such grand juries.	Fin Lit, Criminal Investigation, Criminal Prosecution
581-32	May seek injunction, restitution, and penalty for violation of blue sky laws	Fin Lit
6228a-5	Under section 10(c), the attorney general may institute an action for injunctive relief to restrain a violation by a person who is or who appears to be in violation of or threatening to violate this Act; or to collect a civil penalty under this section. Under section 10(e), the attorney general may recover reasonable expenses.	Fin Lit

EXHIBIT 43

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CAUSE NO. D-1-GN-18-007636

THE ROY F. & JOANN COLE)	IN THE DISTRICT COURT
MITTE FOUNDATION)	
)	
vs.)	TRAVIS COUNTY, TEXAS
)	
WC 1ST AND TRINITY, LP,)	
WC 1ST AND TRINITY, GP,)	
LLC, WC 3RD AND CONGRESS,)	
LP AND WC 3RD AND)	
CONGRESS, GP, LLC)	126TH JUDICIAL DISTRICT

PLAINTIFF'S MOTION TO EXPAND RECEIVERSHIP

On the 5th day of November, 2020, the following proceedings came on to be held in the above-titled and numbered cause before the Honorable Jan Soifer, Judge Presiding, held in Austin, Travis County, Texas, via videoconference.

Proceedings reported in computerized machine shorthand by a Texas Certified Shorthand Reporter, Certification Number 4471.

1 attorney for a gentleman called Mr. Hardeman?

2 A. I am now. I was not then.

3 Q. Who is Mr. Hardeman?

4 *(Dogs barking)*

5 THE WITNESS: Sorry. My dog is killing
6 the Amazon guy.

7 MR. CASSIDY: It's all right.

8 THE WITNESS: Somebody is trying to remedy
9 that.

10 Thank you.

11 A. Please ask me your question again.

12 Q. (By Mr. Cassidy) Yes.

13 Mr. Riley's an attorney, and he has a
14 relationship with a gentleman called Mr. Hardeman; is
15 that correct?

16 A. Correct.

17 Q. Who is Mr. Hardeman?

18 A. I don't know exactly. I think he may own some
19 car dealerships and is an individual who perhaps has
20 purchased, or what I read in the newspaper has purchased
21 other World Class debt.

22 Q. And he purchased that World Class debt from a
23 company called Amplify, correct?

24 A. I do not know that.

25 Q. Do you know that Amplify is represented by your

1 attorney, Mr. Lemmon?

2 A. I do not know that.

3 MR. LEMMON: And, Your Honor, I object.
4 Actually, I don't represent Amplify. My firm's
5 represented Amplify for a couple of years. But the
6 primary responsibility is one of my law partners.

7 Q. (By Mr. Cassidy) And are you aware that Amplify
8 was selling Mr. Paul's debt to Mr. Hardeman who is
9 represented by Mr. Riley? Did you know that,
10 Mr. Milligan?

11 A. I did not know that.

12 Q. If you did know that, would you be concerned
13 that your attorney has relationships with a company
14 that's selling Mr. Nate Paul's debt to a third party,
15 Mr. Riley?

16 MR. LEMMON: Objection; assumes facts not
17 in evidence.

18 THE COURT: Sustained.

19 Q. (By Mr. Cassidy) Well, let me ask you this, sir.

20 To the extent that there's an
21 interrelationship between these individuals, do you
22 think it's important to at least notify the Court of a
23 potential issue? Even if there's not a real conflict,
24 say there's a perceived conflict that would worry
25 people, do you feel that you have an obligation to

EXHIBIT 2

MEMORANDUM

ATTORNEY-CLIENT AND WORK PRODUCT PRIVILEGED

TO: Office of the Attorney General, State of Texas

FROM: Lewis Brisbois

DATE: May 24, 2023

RE: Report Regarding Retaliation Claims by Former Employees

This report is a privileged attorney-client communication which includes attorney work product and is intended only for distribution to, and use by, our client, the Office of the Attorney General (OAG). All information communicated here should be protected to maintain all applicable privileges.

This report is part of Lewis Brisbois Bisgaard & Smith LLP's ("Lewis Brisbois" or the "Firm") continuing review of evidence related to the OAG's terminations of employment of several former OAG political appointees—Jeff Mateer, Ryan Bangert, Lacey Mase, Ryan Vassar, Mark Penley, Blake Brickman, and Darren McCarty ("Complainants"). Four of the Complainants, Vassar, Maxwell, Penley and Brickman, are the plaintiffs in the lawsuit, Cause No. D-1-GN-20-006861, *Brickman*,

et al., v. Office of the Attorney General of Texas, in the 250th Judicial District Court of Travis County, Texas (the “Lawsuit”).¹ In the Lawsuit, Plaintiffs allege the Attorney General, Ken Paxton, and other individuals at the OAG retaliated against several of the Complainants for reporting purported violations of law in the Fall of 2020.

PRIVILEGED

¹ This report refers to Vassar, Maxwell, Penley, and Brickman collectively as “Plaintiffs.”

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Executive Summary

The evidence we have been able to obtain continues to support the OAG's legitimate, non-retaliatory grounds for firing each Complainant. Moreover, Lewis Brisbois has identified evidence supporting OAG's assertion that it would have taken the same adverse employment action against each of the Complainants even in the absence of any alleged protected activity.² Conversely, we have not identified any evidence supporting Complainants' allegations of retaliatory animus by the Attorney General or any agreement between the Attorney General and others at OAG to conspire to retaliate against the Complainants.

Limits of this Report

This report is based only on interviews, documents, and electronically stored information OAG provided Lewis Brisbois and information Lewis Brisbois obtained during meetings with current OAG employees.³ Lewis Brisbois' investigation continues and this report does not analyze *all* of the grounds posited by OAG to dismiss the Complainants.⁴ Instead, this report evaluates the key reasons given by

² This is not unusual in "whistleblower" cases where, as here, the evidence shows the affected employees are aware of their own conduct for which they are likely to be disciplined or separated and those employees seek out whistleblower protection to avoid the adverse employment action they reasonably anticipate. Here, the evidence strongly suggests that is exactly what these Complainants did.

³ Sean Shecter of Lewis Brisbois interviewed OAG employees with members of OAG's senior staff also in attendance. Based on the information provided, and some correlation to documentary evidence, we do not believe the presence of OAG staff influenced the information we received in interviews. In addition, references herein to documents that do not contain a Bates Number (*e.g.*, OAG-xxxxxxx) have been previously produced by OAG. As such, the Bates numbers for these documents are within the possession of OAG. Statements in quotes are Sean Shecter's written transcription of what witnesses stated in interviews. They are not direct quotations of the exact statement of any witness.

⁴ For example, First Assistant Webster indicated that there were additional grounds to dismiss Penley and Mateer. As to Penley, OAG had questions regarding the firing of OAG employee K. Milton based upon Penley's

OAG for firing the Complainants, based upon the information OAG has provided to Lewis Brisbois.

Accordingly, our analysis and findings herein are subject to revision as we continue our investigation and as we obtain additional information and, possibly, the products of discovery to be propounded on the Complainants to see what, if any, information or documentation the Complainants or third parties may have as substantiation of the Complainants' initial report and allegations of retaliation. This discovery may also reveal additional details about the Complainants' motivation to allege violations of law committed by the Attorney General and if the Complainants' actions violated Texas Disciplinary Rules of Professional Conduct.⁵

Lewis Brisbois has also not yet interviewed the Attorney General or other potentially key OAG officials and employees, or any individual outside of the OAG including, e.g., former OAG employees who may have knowledge of some relevant facts.⁶

recommendation that Milton was not "rowing in the same direction." In addition, although OAG and Lewis Brisbois completed a review of Complainants' work-issued cellular telephones and did not find any relevant information, Lewis Brisbois and OAG could not analyze Mr. Mateer's work-issued cellular telephone because someone "factory reset" Mr. Mateer's device.

⁵ The evidence suggests Complainants may have been motivated by political opportunism or basic job-saving efforts rather than as "whistleblowers." Specifically, in late September 2020—*before* Complainants met with the FBI or any other law enforcement—several Complainants met with State government staff and elected officials, without the Attorney General's knowledge, to purportedly cause political damage to the Attorney General and harm the Attorney General's attorney-client relationship with those governmental officials and employees. OAG Report at 27. However, we have not had an opportunity to speak with anyone who attended these meetings, nor have we been able to confirm the topics discussed, including whether the Complainants reported their allegations against the Attorney General to the FBI. In regard to potential violations of Texas Disciplinary Rules of Professional Conduct, the Complainants may have violated their fiduciary duty to their client, the Attorney General.

⁶ For example, although we contacted his counsel, we could not speak with Greg Simpson, OAG's former Director of Human Resources, who may be a key witness. As discussed herein, some members of the Governor's

I. General Issues Applicable to the Complainants

A. There is no evidence supporting the allegation that the Attorney General's hiring of First Assistant Webster was part of a conspiracy to retaliate against the Complainants.

1. No evidence of conspiratorial intent

The Plaintiffs allege the Attorney General's decision to hire Brent Webster as First Assistant and the actions that First Assistant Webster subsequently took against Complainants were a part of a conspiracy to retaliate against the Complainants. The evidence does not support this theory of First Assistant Webster's hiring and further shows that First Assistant Webster was motivated to act as to each by the Complainants' own misconduct rather than any Complainants' disclosures to law enforcement.

An important piece of the relevant context is that, prior to September 2020, First Assistant Webster had only briefly met the Attorney General while First Assistant Webster was himself on the campaign trail,⁷ and once at a baseball game. Both gentlemen had no pre-existing relationship. First Assistant Webster had not worked at OAG before the Attorney General hired Mr. Webster in October 2020.

staff may also have relevant information.

Further, and as discussed *infra*, we understand OAG has not found information to confirm whether OAG transferred funds to Johnny Sutton, a partner at Ashcroft Sutton Reyes, LLC in Austin, Texas, and former United States Attorney for the Western District of Texas with whom Mr. Mateer provided authorization for the OAG to enter into an outside counsel contract. Nor has OAG found information to confirm whether Mr. Sutton or anyone at OAG ultimately executed a contract between Mr. Sutton and OAG. Because this is an issue that deserves further investigation, particularly when we can utilize the power of subpoena if and when the lawsuit proceeds, we understand OAG continues to investigate this matter and recommend that it continue to do so.

⁷ First Assistant Webster ran for a seat on the Texas Court of Criminal Appeals in 2016.

On September 30, 2020, Michele Smith contacted now-First Assistant Webster and asked if Mr. Webster would consider interviewing to be the Attorney General's First Assistant.⁸ Later that evening, during a telephone call to set up an interview of Mr. Webster, the Attorney General mentioned that Attorney General could not get in touch with any of his staff. This appeared to Mr. Webster to concern the Attorney General.⁹

We have seen no information in any form to suggest that, as of September 30, 2020, anyone had apprised the Attorney General that any Complainant believed the Attorney General had committed any crime, that any Complainant had met with any law enforcement authority, or that any Complainant had plans to meet with any law enforcement authority.¹⁰

On October 1, 2020, at the Attorney General's request Mr. Webster met with the Attorney General for breakfast at a restaurant in Austin, to interview for the First Assistant job. This meeting took place before the Complainants sent their October 1, 2020 letter to Simpson and text message to the Attorney General. During that breakfast meeting, the Attorney General told Mr. Webster that some of the Attorney General's senior staff and their subordinates were ignoring the Attorney General's directives and

⁸ Michelle Smith is a long-time political advisor to Attorney General Paxton.

⁹ According to First Assistant Webster, the Attorney General believed that if certain highly-placed members of his staff were not responsive, the Attorney General could not have faith that those individuals could run their respective divisions.

¹⁰ Per First Assistant Webster, on September 30, 2020, Brandon Cammack had only told the Attorney General about his receipt of the "Penley Letter," as that term is defined in the OAG Report.

requests for information and that some subordinates had stopped answering the Attorney General's legal questions.

During the same meeting, the Attorney General told Mr. Webster he intended to fire First Assistant Mateer and some of the heads of the OAG's criminal division, including Mr. Penley. Contrary to at least some of the Complainants' assertions, the evidence shows the Attorney General was speaking to Mr. Webster *because* the Attorney General had himself already decided to fire Mr. Mateer and others; he was in fact, interviewing Mr. Webster to potentially fill the role of the Attorney General's First Assistant. Mr. Webster's background in criminal law, including supervising other prosecutors, appealed to the Attorney General because the Attorney General wanted to make changes in the OAG's Criminal Division leadership and the Attorney General believed First Assistant Webster's knowledge and familiarity could help the Attorney General bring reform.

With the express understanding that the Attorney General would need to determine how to part ways with Mr. Mateer, the Attorney General offered the First Assistant position to Mr. Webster later that same day, on October 1, 2022.

According to First Assistant Webster, on the morning of October 2, 2020, the Attorney General called Mr. Webster. During that call, the Attorney General reportedly told Mr. Webster the Attorney General had decided to delay firing then-First Assistant Mateer as well as the Attorney General's reason for doing so. In the interim, the Attorney General offered to hire Mr. Webster as a "special advisor" to the

Attorney General, instead of as First Assistant. This became a moot point when a few hours later, on October 2, 2020, Mr. Mateer resigned from the position of First Assistant. Upon Mr. Mateer's resignation, the Attorney General hired Mr. Webster as First Assistant Attorney General.

The evidence shows that Attorney General Paxton intended to fire at least some of the Complainants *before* anyone informed the Attorney General that any of the Complainants had met with law enforcement or intended to report a violation of law. That is, the Attorney General had no knowledge of any alleged whistleblowing when he decided to separate these highly-placed political appointees. This evidence tends to disprove the presently naked allegation that the Attorney General hired First Assistant Webster with a pre-conceived intent to retaliate against any of the Complainants.

Additionally, and consistent with what current OAG employees advised Lewis Brisbois, the Attorney General was and has at all times been the decision-maker with respect to hiring and firing employees, including senior officials, at OAG. In contrast, First Assistant Webster gathered information and provided his analysis of subordinate employees to the Attorney General. If necessary, First Assistant Webster executed the Attorney General's hiring or firing decision. Overall, First Assistant Webster believes that, under Texas law, the First Assistant's authority is wholly derivative of the Attorney General's authority.

Additionally, according to First Assistant Webster, during the first few months of First Assistant Webster's tenure at the OAG, the Attorney General accompanied First Assistant Webster to many meetings, including those with OAG deputies.

2. Investigative leave is not retaliatory

In the Lawsuit, the Plaintiffs allege that placing individuals on investigative leave itself constitutes retaliation. This is neither factually nor legally accurate and, moreover, is contrary to key parts of the OAG's investigative leave policy put into place long before any alleged whistleblowing:

As part of an investigation or official inquiry, the Office of the Attorney General (OAG), in accordance with Section 661.923 of the Texas Government Code, may grant paid leave to an employee who is: **the subject of an investigation being conducted by the OAG; a victim of an act or event that is the subject of an investigation conducted by the OAG; or a witness to an act or event that is the subject of an investigation conducted by the OAG.** A Request for Investigation Leave must be completed and submitted electronically by division management or the Human Resources Division (HRD) to the agency's administrative head or designee, who shall decide whether to grant leave under this policy. If granted, HRD shall enter the approved amount of Investigation Leave into the electronic leave system for the identified employee.

See Email from Simpson to Webster (Oct. 12, 2020) (emphasis added) OAG-0061041-OAG0061045 (policy provides a "cooling off" period to gather relevant facts and information without interference from those directly involved in the matter being investigated). Shelli Gustafson, Senior Human Resources Administrator, explained that the policy allows OAG to "get facts without creating new facts." Notably, pre-existing OAG policy provides that the Attorney General may place an individual on disciplinary leave *without pay*.

As it was utilized in this instance, the employees were still paid their salary while on investigative leave. The Attorney General placed only two Complainants, Maxwell and Mr. Penley, on investigative leave *with pay* on October 2, 2020, after the Attorney General initiated the investigative process on October 1, 2020 by discussing with Mr. Simpson and Mr. De La Garza the Attorney General's concerns about Maxwell and Mr. Penley.¹¹

Several documents detail the fact that, after Mr. Webster became First Assistant, Webster and others at OAG went to great lengths to evaluate all the employees as well as the Complainants' claims against the Attorney General to assess the viability of maintaining employment of several individuals, including several of the Complainants.

Consistent with Mr. De La Garza's recommendation to assess each Complainant's conduct and relationship to the OAG individually, First Assistant Webster worked to balance the OAG's investigative procedures as they relate to those being investigated with the need to maintain a productive working environment in the OAG. Simply stated, the Complainants were not working on anything the Attorney General or First Assistant Webster wanted them to work on, and, in addition, the Complainants were creating a toxic environment within the office. Contemporaneous OAG documents confirm these facts. *See, e.g.*, Emails from Webster to Simpson (Oct.

¹¹ Mr. De La Garza informed Lewis Brisbois that all the Complainants placed on investigative leave were placed on leave with pay.

12, 2020) OAG-0061041-OAG-0061045; Email from Simpson to Webster and French (October 15, 2020, 12:47 pm CDT) OAG-0061046-OAG-0061047; Email from De La Garza to Webster (October 23, 2020, 7:54 am CDT) OAG-0061060-OAG-0061062; Email from De La Garza to Webster (October 28, 2020, 6:02 pm CDT) OAG-0061072-OAG-0061073; Email from De La Garza to Webster (Nov. 2, 2020, 4:58 pm CDT) OAG-0061089-OAG-0061092.

Mr. De La Garza told Lewis Brisbois that no one, including First Assistant Webster, discussed or suggested firing any of the Complainants because of any information the Complainants had purportedly provided the FBI. Mr. De La Garza also felt First Assistant Webster made “reasonable requests” of the Complainants after Webster joined OAG.

3. OAG did not conduct its investigation of the Complainants' allegations in a retaliatory manner

When First Assistant Webster joined OAG as First Assistant, OAG had approximately 4200 employees and over 37,000 cases pending. According to First Assistant Webster, in addition to assessing the Complainant's allegations, First Assistant Webster had to "get up to speed" on OAG's operations and key personnel in charge of maintaining the OAG's many functions. As to the Complainants, First Assistant Webster worked with Tina McLeod, Chief Information Officer, to preserve the Complainants' emails, on First Assistant Webster's first day at OAG.

Then, on October 8, 2020, First Assistant Webster sought to "wall-off" the Complainants to minimize disruption, avoid conflict, and promote efficiency. *See generally*, Email Chain Between Simpson and Webster (Oct. 8-9, 2020) OAG-0063101 -OAG-0063109. First Assistant Webster consulted Mr. Simpson about the specific language to include in the email to the remaining Complainants. *See* Email from Simpson to Webster (Oct. 9, 2020, 8:33 am CDT) ("In an effort to minimize disruption, avoid conflict, and promote efficiency" First Assistant Webster "made the decision to wall off" individuals from "any OAG-related work concerning the claims made against the Attorney General.").

Although internal documentation establishes First Assistant Webster's consultation with internal counsel, Mr. Simpson advised First Assistant Webster not to mention that Webster consulted with "employment lawyers in HR." *Id.* Specifically, Mr. Simpson suggested First Assistant Webster remove that comment because so

stating might dilute the First Assistant’s apparent authority and might also waive applicable privileges. *Id.*

The evidence shows that, from September 2020 until their firings or resignations in October 2020, the Complainants isolated themselves from their subordinates and from the Attorney General. Additionally, the Complainants failed to follow—indeed sometimes clearly purposefully circumvented—the OAG’s chain of command and procedures. According to First Assistant Webster, this conduct alone constituted a “fireable offense,” as it would be in any organization.

On October 11, 2020, Nate Paul’s attorney, Michael Wynne, emailed the Attorney General and First Assistant Webster a notice requesting the OAG institute a “litigation hold.” *See* Email from Mr. Wynne to Webster (Oct. 11, 2020, 7:13 pm CDT). This request was ostensibly related to Nate Paul’s consideration of potential legal action arising from the manner in which the FBI was investigating Nate Paul and his company(s).¹² In response, First Assistant Webster inquired of the OAG’s Human Resources department and Lesley French about the process to initiate a litigation hold. According to First Assistant Webster, Mr. McCarty and Mr. Vassar objected to OAG putting a litigation hold in place.

¹² We have learned of the existence of an undated draft letter found on the OAG laptop assigned to the Attorney General’s former traveling aide, Drew Wicker, addressed to a “Mr. Horowitz”—likely the Inspector General for the U.S. Department of Justice, Michael Evan Horowitz. The letter notes in significant detail Nate Paul’s complaints of improper treatment by the FBI and OAG’s attempts to investigate those allegations, and requests a review of the FBI’s investigative efforts related to Nate Paul. It is unclear who authored or authorized the draft, or whether a final version of such a correspondence was ever sent. Lewis Brisbois also reviewed travel records indicating the Attorney General flew to Washington D.C. in July and September 2020.

On October 12, 2020, at 9:33 am CDT, Mr. Penley emailed Mr. Simpson and copied Ms. Mase requesting OAG's policies pertaining to the issues of filing a formal complaint and investigative leave. *See* Email from Penley to Simpson (Oct. 12, 2020, 9:33 am CDT) OAG-0061045. Mr. Simpson emailed First Assistant Webster about Mr. Penley's request at approximately 10 am CDT. Email from Simpson to Webster (Oct. 12, 2020, 10 am CDT). In response, Webster asked Mr. Simpson for advice on the interplay between OAG's formal complaint process, investigative leave policy, and the agency's policy concerning internal investigations. *See, generally,* Emails from Simpson to Webster (Oct. 12, 2020) OAG-0061041-OAG-0061045.

According to First Assistant Webster, and as supported by documentary evidence, the First Assistant wanted to understand the relevant policies so he could make an informed decision about the proper procedures for investigating his concerns. *See e.g.* OAG-0061041-OAG-0061045 (noting that “[First Assistant Webster] was reliant on human resources, the Attorney General, [Deputy Reitz], [and Ms. French] to help First Assistant Webster because of the overwhelming nature of the situation at OAG.”).

On October 12, 2020, Mr. Simpson informed First Assistant Webster that OAG's investigative leave policy does not “dictate how investigations will/must be conducted, so the process is flexible and is based on best practices according to the situation.” *See id.* OAG's investigation policy also provides that:

- It applies directly to allegations of “fraud, waste, or abuse of authority.”
- “All OAG employees must cooperate with such investigations and may be required to give oral or written statements. Failure to cooperate or and [sic] providing false or misleading information amounts to misconduct and may lead to disciplinary action, up to and including involuntary separation.”
- “Information arising from an investigation or official inquiry shall be shared only on a **need-to-know basis** or as otherwise required by law or as necessary to further the purpose of the investigation or official inquiry.”
- “An employee who feels that he/she has been subjected to retaliation as a result of being involved in an investigation should follow the retaliation policy.”

Id. (emphasis added). All OAG employees must cooperate with any investigation. Information concerning an investigation shall be shared only on a “need-to-know basis.” This pre-existing and common workplace provision undermines Plaintiffs’ argument that the Plaintiffs’ exclusion from First Assistant Webster’s initial investigative steps constitutes evidence of retaliation.

In response to Mr. Wynne’s October 11, 2020 request for a litigation hold on behalf of Nate Paul, Ms. French emailed First Assistant Webster at 5:25 pm on October 13, 2020, and recommended instituting a litigation hold, as First Assistant Webster had previously requested. *See also* Email from French to Webster (Oct. 13, 2020, 5:25 pm CDT). Specifically, Ms. French stated:

Our OAG retention policies (which staff are required to follow) are not as strong as a litigation hold. Given the number of OAG staff involved and the documents which may have been created in this matter, a litigation hold would be the proper avenue to secure the documents.

Id. On October 14, 2020, First Assistant Webster ordered a litigation hold regarding all matters dealing with the Nate Paul investigation and ordered that anyone who had a conflict of interest regarding the Nate Paul investigation—which certainly included some or all of the Complainants—should not be consulted on the matter. *See* Email from Webster to French (Oct. 14, 2020, 9:11 am CDT).

Mr. Vassar objected to his exclusion from the litigation hold process on October 14, 2020. The next day, October 15, 2020, First Assistant Webster informed Mr. Vassar that Mr. Vassar had a conflict of interest and that Mr. Vassar’s exclusion was proper. *See* Email Chain Between Vassar and Webster (Oct. 15, 2020, 8:45 am CDT).¹³

The First Assistant initiated investigatory steps consistent with OAG policy and general, well-accepted practices for internal workplace investigations. First Assistant Webster found it necessary to institute “wall-offs” in part due to some Complainants’ behavior and a litigation hold in response to requests from Nate Paul’s attorney.

As to the former, Sergeant Amy Gonzales reported that the Complainants’ behavior during the first few weeks of October 2020 “did not meet expectations,” and that each displayed “unacceptable conduct.” First Assistant Webster wanted Sergeant Gonzalez and, later, others—including Deputy Attorney General Aaron Reitz—to serve as witnesses to meetings between him and the Complainants. Sergeant Gonzales recalled that, during meetings with the Complainants shortly after First Assistant

¹³ First Assistant Webster also emailed McCarty “as a courtesy” to let McCarty know he also would be excluded from the litigation hold process. *See* Email from Webster to McCarty (Oct. 15, 2020, 9:28 am CDT).

Webster's appointment, Sergeant Gonzales "felt sorry for [First Assistant Webster]."

Sergeant Gonzales further volunteered that: "if I spoke to [Complainants] like they spoke to [First Assistant Webster] I would expect to get fired."

B. Complainants' continued employment at OAG became untenable.

Overall, several OAG employees were reportedly unable to accomplish much, if any, work during the first few days after First Assistant Webster started because some Complainants refused to cooperate or provide information in response to work-related requests. Deputy Reitz observed that the Complainants made the environment on the Eighth floor "sour, tense, and depressing."

Specifically, Deputy Reitz reported that, at one of the first deputy meetings chaired by the Attorney General and First Assistant Webster after the latter's hiring, McCarty stated in an "outburst" that McCarty did not view First Assistant Webster as legitimate. Deputy Reitz also remembered that at the same meeting the Attorney General stated the Attorney General wished for things to be different and that if people in the room believed the Attorney General had made a mistake, he was sorry. According to Deputy Reitz, the Attorney General appeared humble and sincere. Despite the level of contentiousness, Deputy Reitz observed that First Assistant Webster tried "to be focused and stay above the fray, not engaging in the bullshit."

Deputy Reitz recalled speaking with First Assistant Webster and the Attorney General later in October of 2020 about the potential for firing the remaining Complainants, but Deputy Reitz stated the discussions had nothing to do with the

Complainants having claimed to have provided information to authorities. In general, Deputy Reitz and others perceived a need for the OAG to fire the Complainants because the Complainants were, in Reitz's words, "holding the agency hostage," not because Complainants had made allegations against the Attorney General.

Referring to First Assistant Webster's ability to manage OAG, Deputy Reitz asked: "How do you do your job and keep them?... "It was never that we needed to find a problem, they handed us the problem." Deputy Reitz stressed that the Complainants were frustrating the OAG's normal operations which was "hampering OAG's core duties"; and that the Complainants' "deliberate obstruction would not abate...they were going to continue to be a thorn."

For example, on October 7, 2020, Brickman, Bangert, Mase, McCarty, and Vassar emailed the Attorney General and First Assistant Webster to restate their concerns about the OAG's outside counsel contract with Cammack:

We learned yesterday from the Dallas Morning News that you have directed Brandon Cammack to continue as a special prosecutor for this office to investigate a complaint that Travis County referred to our office.... Here, you circumvented our office's long-established outside counsel approval process, over the objections of the executive staff, to engage Mr. Cammack.... Promptly after we informed you that we reported our concerns to law enforcement, you personally directed that Mr. Penley and Mr. Maxwell, who are properly charged with the oversight of this office's criminal enforcement, be placed on investigative leave. Their unassailable qualifications and professionalism speak for themselves.

Despite their absence and inability to act, we feel compelled to send this communication to ensure there is no confusion: this office's continued use of the criminal process, in a matter already determined to be without merit, to benefit the personal interests of Nate Paul, is unconscionable. We do not do this lightly. The Office of Attorney General is a sacred trust. It would be a violation of our own public responsibilities and ethical obligations to stand by while the significant power and resources of the Texas Attorney General's Office are used to serve the interests of a private citizen bent on impeding a federal investigation into his own alleged wrongdoing and advancing his own financial interests.

We urge you to end this course of conduct immediately. We are copying new First Assistant Brent Webster on this letter to make him aware of the serious concerns we have about this continued investigation, and also urge him to take appropriate action.

Email from Brickman to Attorney General and Webster (October 7, 2020, 10:02 am CDT) OAG-0062557-OAG-0062558.

The OAG Report details the reasons why several of the assertions in this email are unfounded or inaccurate. However, the Complainants' continued resistance and "doubling down" on their opposition to the Attorney General's ultimate authority for the OAG only supports Deputy Reitz's opinion—shared by other current employees at OAG—that the Complainants' insubordinate behavior toward the Attorney General and First Assistant Webster, together with other issues regarding the Complainants' job performance - addressed below - made Complainants' continued employment at OAG untenable.

C. Sergeant Gonzales did not attend meetings to intimidate witnesses.

Plaintiffs ascribe retaliatory intent to the fact Sergeant Amy Gonzales attended meetings with First Assistant Webster and some of the Complainants while armed—

purportedly in an attempt to intimidate the Complainants. *See* Petition 24, 26. The evidence belies these assertions.

Sergeant Gonzales knew First Assistant Webster from First Assistant Webster's work as a prosecutor in Williamson County from 2011 to 2016. First Assistant Webster desired to have a witness sit in on all of First Assistant Webster's interactions with the Complainants, to catalogue OAG property seized from Mateer's office and those of the other Complainants, to ensure the return of personal property to the Complainants, and to escort individuals out of OAG if and when they resigned or were dismissed. First Assistant Webster selected Sergeant Gonzales for this role because of her law enforcement background, First Assistant Webster's prior work relationship with Sergeant Gonzales, and First Assistant Webster's confidence in Sergeant Gonzales' abilities.

Sergeant Gonzales initially thought it was "weird" for the First Assistant to request that Sergeant Gonzales be a witness. However, after Sergeant Gonzales observed the interactions between First Assistant Webster and some of the Complainants during First Assistant Webster's first few days on the job, Sergeant Gonzales felt she better understood the request. According to Sergeant Gonzales, the Complainants showed a clear lack of respect toward the Attorney General and First Assistant Webster.

Notably, Sergeant Gonzales had no knowledge of the Complainants' allegations against the Attorney General and Sergeant Gonzales reports neither the

Attorney General nor First Assistant Webster instructed Sergeant Gonzalez to do anything to try to intimidate the Complainants. According to Sergeant Gonzales, First Assistant Webster kept his discussions with Sergeant Gonzales at a “high level” and he stressed that Sergeant Gonzales was present “just to be a witness.” Sergeant Gonzales confirmed that First Assistant Webster never instructed Sergeant Gonzales to carry a firearm into any of the meetings with the Complainants and that First Assistant Webster never discussed anything related to the eventual dismissal of the Complainants with Sergeant Gonzales.

Moreover, several witnesses stated it is not unusual to have armed officers on the eighth floor at OAG; General Paxton’s security detail is armed and present whenever the Attorney General is on the floor. Additionally, since OAG is a law enforcement agency, it was not unusual for the Complainants to interact with armed law enforcement personnel. Indeed, several OAG executives were known to lawfully carry firearms.

D. The press releases the OAG issued after the Complainants alleged wrongdoing are not acts of retaliation.

Plaintiffs also allege the Attorney General retaliated against them by, among other things, issuing press releases and public statements after the Complainants made public allegations against the Attorney General on October 1, 2020. Specifically, the Plaintiffs allege that, in an effort to intimidate the Plaintiffs, the Attorney General authorized press releases on October 3, October 5, and October 7, 2020. *See* Plaintiff’s Petition at 20-22. This argument has little merit, particularly in light of well-settled law

that responding to press inquiries concerning the separation of employees in his office are within the Attorney General's official duties. *Salazar v. Morales*, 900 S.W.2d 929, 933-34 (Tex. App.—Austin 1995, no pet.) (Texas Attorney General has an “absolute privilege” to comment to the press and public on personnel matters in communications made within his official duties). Moreover, the Attorney General would not have had any reason to discuss any of the Complainants in the media but for the Complainants' having first raised the issue in the media.

II. Specific Evidence Regarding Individual Complainants

As detailed below, the evidence demonstrates that OAG had legitimate, non-retaliatory reasons for dismissing each of the Complainants in October and November 2020.¹⁴

A. Maxwell's and Penley's Investigative Leave and Subsequent Dismissal.

After the Complainants sent their letter of October 1, 2020, Mr. De La Garza and Ms. Gustafson went to Mr. Simpson's office to “triage the situation.” Mr. Simpson spoke directly with the Attorney General over telephone calls during which the Attorney General sought Mr. Simpson's advice on managing the OAG considering the Complainants' clear dissension.

In addition to their October 1, 2020 letter, the Complainants contacted the Attorney General via text message to request a meeting. Mr. Simpson and Mr. De La

¹⁴ Other than the information provided in the OAG Report, this report does not provide further information about Bangert and McCarty, who voluntarily resigned on November 4, 2020, and October 26, 2020, respectively.

Garza advised the Attorney General not to meet with any Complainants because Simpson and De La Garza felt the Attorney General's subordinates had no right to summon the Attorney General to a meeting.

At some point during his conversations with Mr. Simpson, the Attorney General notified Mr. De La Garza that OAG should initiate steps to place Mr. Penley and Maxwell on investigative leave with pay, but that the Attorney General would not place any other Complainant on investigative leave. Mr. De La Garza believes the Attorney General was "in his rights" to place Maxwell and Mr. Penley on investigative leave because the Attorney General had articulated specific concerns regarding Maxwell's and Mr. Penley's work performance.

1. OAG had valid, non-retaliatory reasons for dismissing Maxwell

The OAG Report details Maxwell's violations of OAG policy, including violations associated with Maxwell's mishandling of the Nate Paul investigation. Lewis Brisbois's investigation has also uncovered additional information regarding Maxwell's tenure at OAG. According to First Assistant Webster, investigation into Maxwell's misconduct began before First Assistant Webster joined OAG and OAG subsequently uncovered wrongdoing by Maxwell and evidence that many of the serious issues of Maxwell's misconduct had been deflected or ignored by First Assistant Mateer. Mr. De La Garza stated that it was well known within OAG that Mr. Mateer "protected" Maxwell. *See also* Email from Simpson to Webster and De La

Garza (Oct. 30, 2020, 5:50 pm CDT) (describing other instances in which Mr. De La Garza had issues with Maxwell's handling of personnel issues).

Mr. De La Garza reported that Maxwell's departure came as a "relief" to Mr. De La Garza because there were "so many issues." Tom Taylor, the current Director of Administration at OAG, Ms. Gustafson, and Mr. De La Garza each reported that Maxwell ran the Criminal Investigation Division ("CID") with little respect for or attention to other people's opinions.

a. The Segovia Matter

As detailed below, after CID exonerated Veronica Segovia of wrongdoing, Maxwell punished Segovia anyway without seeking the required approval of OAG Human Resources. Mr. De La Garza also expressed concerns that Maxwell operated in bad faith. Specifically, in May 2020, Mr. De La Garza raised issues associated with Segovia's discharge and subsequent employment discrimination complaint from February 2020. Ms. Gustafson reported the Segovia issue caused by Maxwell was "a big mess to clean up."

The relevant background concerning the Segovia issue can be found in an April 23, 2020, memorandum written by De La Garza to then-First Assistant Mateer (the "Segovia Memorandum"). In January 2020, Maxwell supported OAG placing Segovia on paid investigative leave because of allegations Segovia had inappropriately handled evidence and that Segovia provided misleading information in a statement about the incident. Segovia Memorandum at 3. A subsequent CID investigation

report, signed on January 28, 2020, exonerated Segovia of violating the peace officers' code of conduct. *Id.* Despite this finding, Maxwell persisted in seeking Segovia's demotion or separation:

On January 28, 2020, the day the investigative report was signed, Mr. Maxwell and Mrs. Segovia met in Houston "to discuss the findings of the investigation regarding [her] handling of evidence and [his] concerns about [her] work performance." During the meeting, Director Maxwell explained the "severity and impact" of Segovia's "work deficiencies as a law enforcement officer commissioned by the Office of the Attorney General." At the time of this meeting, Director Maxwell advised Segovia that the OAG would no longer be able to hold her peace-officer commission, which would, in effect, remove her from her Sergeant classification since it requires such a commission. Director Maxwell extended to Segovia an offer to work in Austin in a "non-commissioned capacity" and gave her one week to consider the offer. If she accepted, she would need to both acknowledge acceptance and report to work in Austin by Wednesday, February 5, 2020.

On Monday, February 3, 2020, Director Maxwell contacted Segovia via telephone and told her that since she had still not accepted the offer to transfer to Austin and "based on [her] lack of interest" in the position, he had decided to "rescind the offer of the position in Austin." He offered her the chance to resign and use a month and one day of her accrued leave, but she declined that offer.

Id. In February 2020, CID reported Segovia's separation of licensee from the Texas Commission on Law Enforcement (TCOLE). In February 2020, and as amended in August 2020, Ms. Segovia filed a complaint of discrimination with the Equal Employment Opportunity Commission, which included complaints against Maxwell.

Mr. De La Garza reports Maxwell failed to follow OAG Human Resources' policy in ending Segovia's employment as a commissioned officer. In May 2020, OAG sought to settle the matter by agreeing to Segovia's request to have Segovia's

dismissal from OAG notated as an “honorable discharge” with TCOLE. In the Segovia Memorandum, Mr. De La Garza detailed the reasons OAG Human Resources wanted to settle the matter before possible litigation, including the fact that Maxwell did not obtain proper approvals from OAG Human Resources and that a factfinder could interpret Maxwell’s conduct as unlawful. *See* Segovia Memorandum at 5. As to that latter, Mr. De La Garza noted in the Segovia Memorandum that:

Although CID had told Segovia on January 28, 2020, that she had one week to decide whether to accept a non-commissioned position in Austin, Director Maxwell rescinded the offer on February 3, 2020—before the original offer period had actually expired. . . . Despite the OAG being entrusted with enforcing child support orders, the offer made by Director Maxwell to Segovia would have required her to return to Austin, thereby violating her child-support/child-custody orders. Therefore, the offer to return to Austin could be construed as lacking good faith.

Id.

b. Maxwell was insubordinate to First Assistant Webster

Mr. De La Garza recommended the “honorable discharge” notation for Segovia, but Maxwell refused to assign Segovia’s discharge as “honorable.” Despite Human Resources’ recommendation, Mr. Mateer agreed with Maxwell. Mr. De La Garza believed Maxwell refused the “honorable discharge” designation required under the statute because Maxwell sought to punish Segovia.

In October 2020, the EEOC asked for OAG’s response to Segovia’s complaint. First Assistant Webster was concerned of the possibility the EEOC could make a finding adverse to the OAG.

On November 2, 2020, First Assistant Webster and Deputy Reitz met with Maxwell at OAG. First Assistant Webster asked Maxwell whether Maxwell had obtained approval from Human Resources to offer Segovia an administrative position in Austin in lieu of Segovia's position in Houston. In response, Maxwell stated "probably not."

When First Assistant Webster pointed out that Maxwell's admitted conduct violated OAG Human Resources policy, Maxwell stated:

[i]f you're gonna say or do something, say it or do it....If one of us is wrong, there's no documentation on it....This path you're going down isn't going to work buddy....Do you know how many times I've been in this situation?

See, Deputy Reitz's Nov. 2, 2020, Notes of Meeting with Maxwell at 2, OAG-0061087-OAG-0061088. Mr. De La Garza informed First Assistant Webster that this was not the first time Maxwell had failed to consult with OAG Human Resources on relevant personnel actions. *See* Email from Simpson to Webster and De La Garza (Oct. 30, 2020, 5:50 pm CDT) OAG-0061077-OAG0061078.¹⁵

¹⁵ It appears Maxwell made a regular practice of ignoring regular practice. In the October 30, 2020 email, Mr. De La Garza noted: "The week of August 24, 2020, I was notified by both Lacey Mase and Missy Cary that in a meeting with First Assistant Jeff Mateer, Director Maxwell advised Mateer that CID had handled a complaint of discrimination made by Sgt. David Trachtenburg against his supervisor, Lt. Adam Sierra. During that meeting, Maxwell told Jeff that he had his own people handle the investigation into the complaint. Maxwell stated that he had not notified the Human Resources Division (HRD) of this complaint and HRD had played no role in resolving the complaint. Sgt. Trachtenburg's complaint was that Lt. Sierra had subjected him to harassing and offensive behavior based on Trachtenburg's religion. Trachtenburg is Jewish. Both Lacey and Missy told me that Mateer reminded Maxwell that complaints of discrimination should be handled by HRD. That same week Maxwell called me about this issue and told me that I could discuss this matter with Maj. Robert Sunley in CID, and that Sunley would supply me with the investigation report. Sunley sent me the report on August 27, 2020. This investigation documents a pattern of concerning comments/conduct by Sierra referencing Trachtenburg's religion that could be considered harassing, offensive, and inappropriate. Without any involvement from HRD, Sierra requested a transfer to MFCU and a demotion to Sergeant Investigator. HRD wasn't consulted on this action and I do not know what conversations occurred between Maxwell or other

c. Maxwell threatened employees who questioned Maxwell's travel budget discrepancies

Lewis Brisbois has also uncovered issues with Maxwell exceeding his travel budget by approximately \$200,000 in Fiscal Year 2019-2020 and Lewis Brisbois has found that OAG employees informed former First Assistant Mateer about this budget shortfall. Specifically, when Michele Price, current OAG Controller, raised this issue to members of OAG's senior executive team in December 2019 and January 2020, Maxwell became very upset with Price. Ms. Price was uncomfortable describing the specific nature of her interaction with Maxwell over this issue, but according to First Assistant Webster, Ryan Fisher (the Director of Governmental Relations), and Price told First Assistant Webster that after one of these meetings in December 2019 or January 2020—and in front of Mr. Fisher and Ms. French—Maxwell threatened to arrest Price in response to Price raising these budget issues. Price was reportedly visibly upset during the interview when Maxwell confronted her upon learning that she had notified senior management about his significant overspending. First Assistant Webster believed Maxwell's actions constituted a Class A misdemeanor, official oppression, under the Texas Penal Code. *See* Tex. Pen. Code § 39.03.

CID management and Sierra. It is well established agency policy that only HRD will handle complaints of illegal discrimination and conduct any related investigations.”

2. OAG had valid, non-retaliatory reasons for firing Mr. Penley

First Assistant Webster informed Lewis Brisbois that, even before the events of September-October 2020, the Attorney General had serious concerns about Mr. Penley's ability to do Mr. Penley's job as head of the OAG's Criminal Division. Specifically, the Attorney General felt it was extremely important that OAG should have concurrent jurisdiction with district attorneys to prosecute human trafficking cases, but Mr. Penley did not support the Attorney General's view that OAG should have concurrent jurisdiction. To the contrary, Mr. Penley made statements on such policy to the Texas District & County Attorneys Association (TDCAA) and to the Legislature that contradicted the Attorney General's position on the subject.

During the interview with Mr. Penley on November 2, 2020, Deputy Reitz noted the following:

Penley thinks it's a fight not necessarily worth fighting. Fleshes out his view about how these traffickers move so frequently and how local law enforcement isn't equipped to deal with that. Thinks it's very important to build relationships to make this fight it. Penley had high hopes to build these relationships in 2020 but covid killed all those plans. We have neither original nor concurrent jurisdiction, so the hope is that those local guys will call us up and ask for us to help them.

Mr. Reitz's Notes of November 2, 2020 Meeting with Penley OAG-0061079-OAG-0061084. According to First Assistant Webster, the Attorney General wanted Mr. Penley to fight for concurrent jurisdiction, but Mr. Penley failed or refused to do so.

After Mr. Penley released incorrect information as part of his official duties at OAG, the Attorney General wished to place Mr. Penley on administrative leave. As mentioned in the OAG Report, OAG found that Mr. Penley misled:

- Don Clemmer to obtain copies of secret grand jury subpoenas for the unlawful purpose of providing those subpoenas to a third party, namely Johnny Sutton.
- The 460th Criminal District Court Judge, in a court filing, by not disclosing that Penley had within his possession a signed contract between AG Paxton and Cammack that designated Cammack as OAG's outside counsel.

See, e.g., OAG Report at 2.

In addition, after removing the Attorney General's name from the OAG Seal on OAG letterhead, Mr. Penley sent an unauthorized cease-and-desist letter to Brandon Cammack on September 30, 2020, in violation of direct orders from the Attorney General. This is referred to as the "Penley Letter" in the OAG's Report. *See* OAG Report, Ex. 19.

First Assistant Webster believed that Mr. Cammack informed the Attorney General about the Penley Letter on September 30, 2020. Accordingly, the Attorney General lost confidence in Mr. Penley's ability to do his job. Mr. De La Garza reports that from an "HR perspective" these were legitimate, non-retaliatory reasons to dismiss Mr. Penley.

According to Deputy Reitz's notes from the meeting with First Assistant Webster, Reitz and Penley on November 2, 2020, Mr. Penley admitted that:

- Penley met with the Attorney General on September 16, 2020, to discuss the Nate Paul investigation. The Attorney General and Penley did not discuss Mr. Cammack's involvement with the investigation. At this meeting, the Attorney General requested that Mr. Penley write down exactly what documents OAG needed from Nate Paul's attorney, Mr. Wynn, and that the Attorney General would send these requests to Wynn. Nate Paul's attorneys did not trust Mr. Penley because of how Penley acted at the August 12, 2020 meeting. Mr. Penley indicated that he complied with the Attorney General's request. As the meeting ended, the Attorney General instructed Mr. Penley to not do anything further until Mr. Penley heard directly from the Attorney General.
- Mr. Penley did not discuss the Nate Paul issue again until Mr. Penley met with the Attorney General on September 24, 2020. At that meeting, the Attorney General requested that Mr. Penley sign the EAM for Mr. Cammack. Mr. Penley informed the Attorney General that he would not sign the EAM because Mr. Penley did not believe Nate Paul's claims had any merit. Mr. Penley noted that he raised this issue with Mr. Mateer.¹⁶
- Mr. Penley and the Attorney General met in McKinney, Texas on September 26, 2020. At that meeting, the Attorney General informed Mr. Penley that the Attorney General had been working with Mr. Cammack on the Nate Paul investigation. Mr. Penley refused to answer First Assistant Webster's question of when Mr. Penley found out the Attorney General had signed an outside counsel contract with Cammack. Mr. Penley reiterated that Mr. Penley thought the counsel contract was a "terrible idea" because it might look like Attorney General was bribed by Nate Paul.

Deputy Reitz's Nov. 2, 2020, Notes of Meeting with Mr. Penley OAG-0061079-OAG-0061084.

¹⁶ OAG found a memorandum to file dated September 25, 2020, on Mr. Mateer's work computer. That document confirms that Mr. Penley informed Mr. Mateer about this conversation. OAG discovered this memorandum only after releasing its August 2021 report.

OAG found a September 28, 2020, memorandum-to-file on Mr. Mateer's computer that confirms most of what Mr. Penley later admitted to First Assistant Webster. In that memorandum, Mr. Mateer notes that Mr. Penley stated that, during their September 26, 2020 meeting, the Attorney General told Mr. Penley that Mr. Mateer had approved hiring Mr. Cammack and the OAG's contract related to that hiring. Mr. Mateer wrote in his September 28, 2020 memorandum:

This not true. In fact, I've repeatedly raised concerns to the Attorney General about hiring Mr. Cammack and told the Attorney General that he should discuss any such hiring or contracting with Mark Penley.

Mr. Mateer's Sept. 28, 2020 Memo. to File OAG-0062490-OAG-0062491.

During a November 2, 2020 meeting with First Assistant Webster and Mr. Penley, Deputy Reitz noted:

- On October 1, 2020, Mr. Penley denied the outside contract with Mr. Cammack.
- Mr. Penley admitted that Mr. Penley was not aware of "Referral #2," as that term is defined in OAG's August 2021 Report. Mr. Penley admitted that Mr. Penley's motion to quash related to information concerning Referral #2.
- Mr. Penley also admitted that when he filed the motion to quash, he had not fully read the outside counsel contract with Mr. Cammack.

Deputy Reitz's Nov. 2, 2020, Notes of Meeting with Penley OAG-0061079-OAG-0061084.

As noted in the OAG Report, on September 16, 2020, Mr. Penley refused to obey the Attorney General's instructions to not do anything regarding the Nate Paul investigation. Two weeks later, Mr. Penley sent the September 30, 2020 "Penley Letter" to Mr. Cammack without the Attorney General's knowledge or authorization.

During Mr. Penley's November 2, 2020 interview with First Assistant Webster and Deputy Reitz, Mr. Penley notified the First Assistant that Mr. Penley had written a memo on September 30, 2020 regarding the Nate Paul investigation. Although Mr. Penley claimed to have saved the memo on the desktop computer in his office, OAG has not been able to find this document on Mr. Penley's computer.¹⁷

B. Mr. Mateer authorized an outside counsel contract with Johnny Sutton.

Lewis Brisbois has also learned that Mr. Mateer provided authorization for the OAG to enter into an outside counsel contract with Johnny Sutton, a partner at Ashcroft Sutton Reyes, LLC in Austin, Texas, and former United States Attorney for the Western District of Texas.

Reportedly, the Attorney General was not aware of Mr. Mateer's request to allocate \$50,000 in public funds to Sutton, but there is clear evidence that is exactly what Mr. Mateer attempted to do. On September 30, 2020, at 8:39 pm CDT, Jeff Mateer emailed Lacey Mase to say: "I authorize the use of \$50,000 from the FY 21

¹⁷ If this memorandum existed, it is evidence in the Lawsuit and might also be privileged. Lewis Brisbois needs to obtain additional information to evaluate what additional steps may be appropriate to attempt to locate this memorandum.

unobligated reserve for an outside contract with Johnny Sutton.”¹⁸ *See* Bates Nos. OAG-0060990. The next morning, on October 1, 2020, at 4:37 am CDT, Ms. Mase emailed Michele Price, the OAG’s Controller: “Please see Jeff’s approval of \$50,000 from the unobligated reserve for an outside counsel contract that will likely be executed this morning.” *See* Bates Nos. OAG-0060989. On October 1, 2020, Ms. Price responded at 6:34 am CDT that she would work to ensure that the contract was “executed on the funding end.” *See* Bates Nos. OAG-0060989.

We understand OAG has not found information to confirm that OAG transferred funds to Mr. Sutton or that anyone at OAG ultimately executed a contract between Mr. Sutton and OAG. We also understand OAG continues to investigate the matter and we recommend OAG continue to do so.

It is clear Mr. Mateer did not advise the Attorney General or seek the Attorney General’s approval to engage Mr. Sutton or to allocate public funds to Mr. Sutton for any purpose.¹⁹

The above actions appear inconsistent with Mr. Mateer’s complaints respecting the Brandon Cammack outside counsel contract. Specifically, Mr. Mateer wrote a memorandum to the file on September 25, 2020—four days before providing his own approval for an outside counsel contract with Mr. Sutton:

¹⁸ According to First Assistant Webster, Mr. Mateer approached the Attorney General and offered to resign on or about September 28, 2020.

¹⁹ Lewis Brisbois has not communicated with Mr. Sutton or Mr. Mateer about this issue.

I cannot and will not override the approval process we have in place at OAG for outside counsel contracts. Those safeguards are in place for a reason – **to protect the Attorney General and the agency**.... I have been told that in addition to Mark others who would be required to sign off on this contract also will not approve it.

OAG needs to be above even the appearance of impropriety. Not following standard procedures would call in to question our impartiality and could expose the agency and the attorney general to unwarranted risk.... OAG should not disregard our internal policies and procedures that are in place to protect the attorney general and the agency.

Mateer Sept. 25, 2020, Memo to File (emphasis added) OAG-0062487-OAG-0062489.²⁰

C. Ryan Vassar’s conduct impeded OAG’s mission and likely violated state or federal Law.

1. The DOJ Grant Issue

Among other issues, the OAG Report indicates that Vassar likely deleted a government document and tampered with evidence. *See, e.g.*, OAG Report at 8. First Assistant Webster also informed Lewis Brisbois about Mr. Vassar’s additional likely misconduct related to information Mr. Vassar provided in response to State Representative Leach’s October 9, 2020, Letter to OAG.

Specifically, on October 9, 2020, State Representative Jeff Leach wrote the Attorney General a letter expressing Representative Leach’s concerns about the allegations the Complainants had levied against the Attorney General:

²⁰ Mr. Mateer’s behavior in this instance undermines his subsequent claim that OAG had a specific and defined policy that was not followed in the approval of Mr. Cammack’s hiring as outside counsel.

I formally request that you provide a written report as to what specific steps are being taken by you and your newly appointed First Assistant Attorney General, Brent Webster, to ensure that the effective operations of the agency continue in full force and effect, without delay, without interference and without interruption.

Rep. Leach Oct. 9, 2020, Letter to OAG.

On October 12, 2020, First Assistant Webster asked Ryan Fisher, Director of the OAG's Governmental Relations Division, to begin drafting a proposed response to Representative Leach's inquiry. In turn, Mr. Fisher emailed several individuals, including some of the Complainants, requesting information to assist OAG's response to Representative Leach. *See* Email from Fisher to Vassar and Others (Oct. 13, 2020, 3:02 pm CDT) (OAG-0061050-OAG-0061052).

On October 14, 2020, Mr. Vassar responded: "OAG is currently in the process of obtaining two federal awards: (1) the Medicaid Fraud Control Unit assistance grant from the DHHS Office of Inspector General and (2) the Rape Prevention and Education grant from the DHHS Centers for Disease Control." Email from Vassar to Fisher and French (Oct. 14, 2020, 11:34 am CDT). Mr. Vassar indicated to Lesley French that, "[b]ased on the federal debarment and suspension regulations [,] I do not believe I can approve the current EAMs involving federal grant applications until we have notified our federal partners of the potential exclusion involving the Attorney

General.” Email from Vassar to French (Oct. 14, 2020, 3 pm CDT) OAG-0061048-OAG-0061052.²¹

At the time, Ms. French believed there were many reasons Mr. Vassar’s legal reasoning was wrong, including the fact the Attorney General never personally certified any of these grant applications. Instead, the First Assistant generally approved these applications after obtaining approval from a deputy attorney general, such as Mr. Vassar.

Similarly, Austin Kinghorn, current General Counsel at OAG, also disagreed with Mr. Vassar’s legal reasoning. Mr. Kinghorn concluded that the Attorney General is not a “principal” to the grant programs at issue. As such, grant approvals are not dependent on the Attorney General’s personal certification.

In fact, between 2016 and 2020, Mr. Vassar personally approved 35 similar grants without any issue at all, with the last approvals occurring in June 2020.²² Seven of the 35 grant approvals required signing forms that contained a certification that the “Applicant” is not “presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification.”

²¹ Mr. Vassar based his conclusion on the following regulations: 2 C.F.R. pt. 180; 2 C.F.R. pt. 2867 (DOJ); 2 C.F.R. pt. 376, 2 C.F.R. §§ 180.335(b)–(c); 2 C.F.R. § 180.800(a), 2 C.F.R. §§ 180.125, .130.

²² Specifically, according to information provided by OAG and reviewed by Lewis Brisbois, Vassar approved the Medicaid Fraud Control Unit grants three times, in July 2018, July 2019, and June 2020, and the Rape Prevention and Education grants twice, in October 2018 and October 2019.

Mr. Vassar approved all these grant applications without issue, even though Vassar was aware the Attorney General had been indicted for alleged state crimes years earlier, in 2015. In October 2020, after conducting her own legal analysis, Ms. French—who was subordinate to Mr. Vassar—reported her disagreement with Mr. Vassar’s new and revised assessment of the relationship between the Attorney General’s long-pending criminal charges and the OAG’s eligibility for the grants at issue. On or about October 15, 2020, Ms. French informed Mr. Vassar that Mr. Vassar’s purported conclusion that Mr. Vassar could not sign off on the grant applications was incorrect.²³ The same day, Mr. Vassar submitted a formal complaint detailing several accusations against the Attorney General and First Assistant Webster.²⁴

Ignoring Ms. French’s advice, on or about October 16, 2020, Mr. Vassar spoke with Mr. Kinghorn and Melissa Foley, Division Chief of Grants Administration, about Mr. Vassar’s belief in the need to “look into” the grant issue. At that time, Mr. Kinghorn was an Assistant Attorney General who reported to Ms. French. Ms. French did not participate in Mr. Vassar’s call with Mr. Kinghorn on this issue. After that call,

²³ Ms. French references this meeting between her and Mr. Vassar in an October 19, 2020, email between her and First Assistant Webster. See OAG-0061048.

²⁴ In his complaint, Mr. Vassar did not include any reference to or information about his refusal to approve the federal grants. Lewis Brisbois does not know if Vassar submitted his formal complaint before or after he met with Ms. Mase. According to OAG records, Mr. Vassar filed his complaint at 8:32 am CDT on October 15, 2020. As such, it is likely that Mr. Vassar filed his complaint before meeting with Ms. Mase. Curiously, Mr. Vassar forwarded the complaint to the OAG “formal complaint” email address again at 1:26 pm CDT on October 15, 2020. This might have occurred after he met with Ms. French.

Mr. Kinghorn came to the conclusion that Mr. Vassar's legal reasoning was simply wrong.

During Lewis Brisbois's interview of Mr. Kinghorn, Mr. Kinghorn reported his belief that Mr. Vassar had raised this issue in an effort to obtain leverage as part of an effort to force the Attorney General to resign. Mr. Kinghorn's opinion is buttressed by the fact that Mr. Vassar had approved many of the very same and similar grant applications for several years without expressing any concern.

According to First Assistant Webster, Ms. French informed First Assistant Webster that Mr. Vassar refused to approve certain grant applications, which Ms. French considered an urgent matter because Ms. French believed Vassar was trying to sabotage the grant process, which could result in the elimination of relevant OAG employee positions. Because First Assistant Webster had no prior knowledge of the law and process concerning the approval of these grant applications, First Assistant Webster relied upon Ms. French's advice, including Ms. French's stated belief that Mr. Vassar's reasoning and conclusions were not only flawed but presented in bad faith.

As a result, on October 19, 2020, First Assistant Webster immediately called a meeting to discuss the issue, which Ms. French, Mr. Simpson, Mr. De La Garza, and the Attorney General attended.²⁵ After that meeting, the Attorney General decided to

²⁵ Mr. De La Garza could not remember whether the parties discussed Mr. Vassar at this meeting, but he did recall that without prompting Mr. Simpson brought up his concerns about the way Ms. Mase treated Mr. Simpson. This is discussed in greater detail below.

place Mr. Vassar on investigative leave with pay, which First Assistant Webster then implemented. *See* Email from Webster to Simpson (Oct. 19, 2020).

2. After-acquired evidence also supports Mr. Vassar's separation

On November 16, 2020, Mr. Vassar met with First Assistant Webster and Deputy Reitz to determine the viability of Mr. Vassar's continued employment at OAG. During that meeting, First Assistant Webster asked Mr. Vassar if Mr. Vassar had released confidential grand jury information. Mr. Vassar stated "no." Deputy Reitz's Nov. 16, 2020, Notes of Meeting with Vassar. That statement was demonstrably false.

In fact, OAG records show Mr. Vassar emailed grand jury subpoenas from Travis County to Johnny Sutton on October 1, 2020. *See* Bates Nos. OAG-0060997-OAG-0061030. During the meeting on November 16, 2020, First Assistant Webster also asked Mr. Vassar whether Mr. Vassar had deleted anything. In response, Mr. Vassar stated "no." Deputy Reitz's Nov. 16, 2020, Notes of Meeting with Vassar. OAG later determined Mr. Vassar had deleted Mr. Vassar's email to Mr. Sutton with the attached subpoenas, as the email was not found on Mr. Vassar's seized OAG computer. Mr. Vassar's deletion of a public-record email may also violate state law, including OAG's Records Retention policy, which is mandated by State law.²⁶

²⁶ For example, in addition to violating Texas law generally requiring the preservation of public records, if Vassar deleted this email in order to conceal it or tamper with an investigation, he may have violated Texas Penal Code sections 37.09 and 37.10. The deletion of emails also violated the litigation hold put in place by First Assistant Webster.

D. Mr. Brickman's insubordination justified his dismissal.

According to First Assistant Webster, the Attorney General accepted First Assistant Webster's report and opinion after which the Attorney General directed First Assistant Webster to fire Mr. Brickman because of Mr. Brickman's intentional disobedience, refusal to follow reasonable directives from the First Assistant, poor work product, and Mr. Brickman's use of an unprofessional tone towards management.

In general, several employees, including First Assistant Webster, Mr. De La Garza, and Deputy Reitz, indicated they did not know what Mr. Brickman did at OAG and that Mr. Brickman routinely demonstrated an insubordinate attitude towards First Assistant Webster. Specifically, Deputy Reitz stated Mr. Brickman was "the most obstructive, he was a jerk . . . [h]e was short with Brent [Webster]." Deputy Reitz also reported Deputy Reitz found Mr. Brickman's work product to be deficient and that Deputy Reitz had reported Mr. Brickman's work deficiencies to First Assistant Webster.

In October 2022, First Assistant Webster asked to meet with Mr. Brickman to discuss the status of the Chapter 313 Project, the Texas Economic Development Act provision that offers tax breaks to major companies that relocate new facilities to the state. According to First Assistant Webster, Mr. Brickman yelled back that he refused to meet with Webster without a Deputy Attorney General present. Indeed, it appears

Mr. Brickman repeatedly refused to meet with First Assistant Webster despite direct instructions to do so, as several emails demonstrate.²⁷ For example:

- On October 6, 2020, at 5:06 pm, First Assistant Webster emailed Mr. Brickman and asked to meet with him without other deputies present. Mr. Webster also asked Brickman to meet with the Attorney General. OAG-0063103.
- Nearly three hours later, Mr. Brickman wrote back and refused to meet with the First Assistant or the Attorney General alone without first knowing the subject matter to be discussed. *Id.* Brickman also stated that Webster retaliated against Brickman by previously asking Mr. Brickman to leave a meeting with the Attorney General, entering Mr. Brickman's office with an armed guard, and asking Brickman to leave his personal cellular telephone in Mr. Brickman's car. *Id.*
- On October 7, 2020, Mr. Webster responded to Mr. Brickman's email and noted that, as Mr. Brickman's supervisor, he needed to be able to meet with all his employees regularly without supervision. Mr. Webster also wrote that he asked Mr. Brickman to put away his cellular telephone because Brickman kept looking at his phone when meeting with the First Assistant and appeared "distracted." Mr. Webster also noted that Mr. Brickman's "*continuing refusal to meet with, or communicate with [the First Assistant] and the General, regarding your job, may result in the termination of your employment.*" OAG-0063089 (emphasis added). Before sending this email to Brickman, Webster consulted with Greg Simpson on the appropriate language to use to address Mr. Brickman's continuing refusal to meet, including the emphasized language noted above. OAG-0063087.
- On October 7, 2020, Mr. Brickman emailed First Assistant Webster back and stated that he was not refusing to meet, but that he wanted to know the topics to be discussed and the need to meet alone. OAG-0063089.

²⁷ See e.g., Email from Brittany Hornsey to Brickman (Oct. 5, 2020) OAG-0063082; Email from Webster to Brickman (Oct. 6, 2020) OAG-0062636-OAG-0062639; Email from Webster to Brickman (Oct. 8, 2020) OAG-0062636-OAG-0062639; Email from Brickman to Webster (Oct. 20, 2020).

- On October 8, 2020, at 8:17 am, Webster emailed Brickman and stated “This isn't complicated. I will be in my office at 11:30 am today. I truly hope you decide to come by and talk with me.” OAG-0063101. Nearly an hour later Mr. Brickman responded: “I respectfully disagree. This actually is very complicated. And further complicated by your attempts to intimidate me...and by your insistence that we meet alone about a topic you won't reveal in light of the current circumstances.” *Id.*
- On October 8, 2020, at 11:41 am, Mr. Webster emailed Mr. Simpson to confirm that Mr. Brickman failed to stop by his office. OAG-0063101. Later that day, Webster emailed Simpson to set up a time to discuss Mr. Brickman's continued refusal to meet with the First Assistant. OAG-0063105. Simpson confirmed that he could meet with Webster. *Id.*

On October 19, 2020, Mr. Brickman criticized OAG's response to Chairman Leach's letter in an email to the Attorney General and First Assistant Webster.

Specifically, Mr. Brickman wrote:

I was not asked by either of you to participate in drafting your October 16, 2020 response letter to Chairman Leach, a copy of which was also sent to every member of the Texas legislature. As Deputy Attorney General for Policy and Strategic Initiatives, it is unusual that I was not asked to be involved in communications to the legislature on such an important request. That said, I reviewed your letter for the first time Saturday. It was a misguided combination of misleading statements, material omissions, and praise for work that mostly began well before First Assistant Webster assumed new role on October 5, 2020.

You also attempted, once again, to smear the reputations of the seven most senior OAG staffers who made a good faith report of General Paxton's potential criminal behavior to law enforcement.

Even more troubling is the fact that both of you know that several deputies have repeatedly raised serious concerns (in writing) and filed formal grievances to Human Resources about the functioning of the Office of Attorney General. Your letter ignored those concerns and essentially told every member of the Texas legislature that all is well.

Email from Brickman to the Attorney General and Webster (Oct. 19, 2020).

According to Mr. De La Garza and Deputy Reitz, given Mr. Brickman's intransigence, First Assistant Webster reasonably lacked confidence that Mr. Brickman could perform his high-level position at OAG professionally and with fidelity to the OAG.

On or about October 19, 2020, Mr. De La Garza advised the Attorney General and the First Assistant that OAG had legitimate reasons to terminate Mr. Brickman's employment with OAG. *See* OAG-0063120-21; 0063114-115. Mr. De La Garza prepared a script to guide the First Assistant which Mr. Webster followed when he fired Mr. Brickman.

E. Ms. Mase's dismissal was based on legitimate, non-retaliatory grounds.

In the June 21, 2021 response of the United States Attorney's Office ("USAO") to OAG's motion for relief from Judge Ezra's October 2020 Order, the USAO wrote:

Most egregiously, on October 20, 2020, Lacey Mase, Deputy Attorney General for Administration, came into the FBI to provide additional information on the allegations she and the other executive management staff had previously reported. Within hours of her leaving the FBI office, she was fired from her position at OAG without explanation. A fourth Deputy Attorney General, Blake Brickman, who was scheduled to meet with the FBI again on October 21, 2020, was also fired on October 20, 2020.

Response at 25. The evidence Lewis Brisbois reviewed does not support the USAO's implication that OAG dismissed Ms. Mase because of Ms. Mase's reported meeting with the FBI. Instead, the evidence shows OAG lawfully dismissed Ms. Mase because

of her documented history of creating a hostile work environment, harassment of employees under her supervision—including the former Director of Human Resources at OAG, Greg Simpson—and Ms. Mase’s display of poor judgment and decision-making in the final weeks of her employment. On the other hand there is absolutely no evidence indicating anyone at OAG even knew of Ms. Mase’s plan to meet with the FBI, let alone the purpose of such a meeting.

In general, many current OAG employees had a negative view of Ms. Mase. Mr. De La Garza described his working relationship with Ms. Mase as follows: “it was extremely difficult to work with her,” “not a career highlight,” and “lowest professional point working with her.” Tom Taylor indicated that Ms. Mase could “turn on you at any moment.” Mr. Taylor noted that, after First Assistant Webster started on October 5, 2021, Ms. Mase told Mr. Taylor to “watch [his] back.”

In an interview Mr. De La Garza stated that Mr. De La Garza believes Ms. Mase knew she was going to be dismissed from OAG, and so Ms. Mase likely timed her meeting with the FBI to provide the appearance of a connection between that meeting and Ms. Mase firing. There appears to be no evidence to indicate that any individuals at OAG, including First Assistant Webster, knew beforehand that Ms. Mase intended to meet with government authorities on October 20, 2020, shortly before the First Assistant carried out the prior decision to fire Ms. Mase. If First Assistant Webster and others did not know about this meeting, they could not have retaliated against Ms. Mase for attending it.

1. Ms. Mase sought to use OAG resources to obtain personal legal advice

Before detailing the lawful reasons to dismiss Ms. Mase from OAG, it is important to understand the nature of Ms. Mase's actions prior to the time the Complainants publicly announced their allegations against the Attorney General.

A few days before the Complainants informed OAG of their meeting with authorities, Mr. Simpson contacted Mr. De La Garza and stated in general terms that there was a potential complaint brewing against a "senior manager." Initially, Mr. De La Garza thought the issue might be a complaint against Maxwell or Mr. Penley. A few days later, Mr. Simpson and Mr. De La Garza had a face-to-face meeting at which Mr. Simpson stated his belief that there were some employees about to file a complaint about "their boss." Mr. Simpson did not provide specific information about who might be making the complaint or its target. However, Mr. Simpson told Mr. De La Garza that Ms. Mase intended to contact Mr. De La Garza via telephone to explain further.

According to Mr. De La Garza, Ms. Mase called Mr. De La Garza on or about September 30, 2020. Mr. De La Garza believes another individual, possibly Mr. Vassar, might have also been on the telephone call. Mr. De La Garza remembers Ms. Mase raising a hypothetical, whereby a whistleblower would disclose to a "government authority" outside of OAG allegations against a senior OAG manager and then inform OAG's Human Resources department of the situation.

Mr. De La Garza thought the conversation was odd and Mr. De La Garza did not understand why Ms. Mase would be asking for such general information,

including how an agency might respond to such a complaint. Mr. De La Garza assumed Ms. Mase was asking on behalf of the agency and that she wanted to know how OAG should respond to such a hypothetical whistleblower complaint. Today, with the benefit of hindsight, Mr. De La Garza believes Ms. Mase asked these questions to obtain Mr. De La Garza's legal advice concerning the Complainants' decision to meet with federal authorities about the Attorney General without notifying OAG.

Based on the hypothetical Ms. Mase provided, Mr. De La Garza told Ms. Mase that Mr. De La Garza thought the hypothetical whistleblower would lack good faith. Specifically, Mr. De La Garza informed Ms. Mase that, if the hypothetical whistleblower already had disclosed information to a government entity outside of OAG, informing Human Resources at OAG only after the fact appeared "contrived and manipulating." In Mr. De La Garza's view the only reason for the whistleblower to inform Human Resources about the prior disclosure was in an effort to obtain "job insurance" from OAG.

In fact, this is what Mr. De La Garza now believes the Complainants did—reporting to federal authorities serious allegations of wrongdoing against the Attorney General and *then* reporting to Human Resources, in an effort by employees already reasonably concerned about their tenure due to their own malfeasance to obtain job security or strengthen an argument that any later dismissal was retaliatory in nature. Mr. De La Garza now feels "used" by Ms. Mase because Mr. De La Garza offered

advice in his official capacity but believes Ms. Mase was acting to protect her own and others' personal interests, not those of the OAG.

2. The October 19, 2020 meeting and reasons Ms. Mase was fired

Mr. De La Garza knew that Ms. Mase constantly contacted Mr. Simpson, her subordinate, to request updates on issues from which Ms. Mase had been “walled off.” Mr. Simpson told Mr. De La Garza that Ms. Mase became frustrated at Mr. Simpson because Mr. Simpson would not share information with Ms. Mase. At one point, Ms. Mase shouted at Mr. Simpson: “you are fucked, better not collaborate.” Overall, Mr. De La Garza viewed Ms. Mase’s treatment of Mr. Simpson as “torment, almost threatening.”

As mentioned above, on October 19, 2020, First Assistant Webster held a meeting to discuss the Vasser grant issue, which Ms. French, Mr. Simpson, Mr. De La Garza, and the Attorney General attended.

As noted in further detail below, during that meeting Mr. Simpson volunteered Ms. Mase’s habit of “cursing him out” and Ms. Mase’s abusive interactions with Mr. Simpson. Prior to that meeting, First Assistant Webster had not been aware of Ms. Mase’s inappropriate conduct. Mr. De La Garza described what Mr. De La Garza felt was a weight being lifted off Mr. Simpson’s shoulders after Mr. Simpson was able to come forward about Ms. Mase’s conduct toward him. Overall, Mr. De La Garza found the whole meeting to be “extremely cathartic.”

Later in the day on October 19, 2020, First Assistant Webster notified Alejandro Garcia, OAG's Director of Communications, that OAG had placed Mr. Vassar on investigative leave. First Assistant Webster asked Mr. Garcia to call Gracie Hilton, assistant to Mr. Vassar and to Ms. Mase, into First Assistant Webster's office so Webster could explain the situation. As to that meeting, Mr. Garcia reported:

I personally asked Ms. Hilton to report to the First Assistant's office for a brief update. To not concern her, I told Ms. Hilton the meeting was not about her, but she needed to be informed on the situation. Ms. Mase came out of her office (as she overheard) and she asked why Ms. Hilton was being told to go meet with the First Assistant. Ms. Mase asked me, "is it about Ryan Vassar being put on leave?" I said yes. She immediately told Ms. Hilton not to go into the First Assistant's office. I told Ms. Mase to accompany Ms. Hilton if she was so concerned about the situation. Ms. Hilton sat back down in her chair.

Ryan Bangert overheard the situation (as did other employees in the immediate area) and spoke to Ms. Mase – telling her he would accompany Ms. Hilton to the First Assistant's office so she wouldn't be nervous. He then proceeded to take Ms. Hilton to the First Assistant's office.

I reminded Ms. Mase that Ms. Hilton would be fine and if she had any issues, she should address them to the First Assistant. Ms. Mase (in a protective manner of Ms. Hilton) said Ms. Hilton is a child, 23 years old and traumatized by what's going on in the executive floor. I told Ms. Mase I wasn't aware we worked with children. Walking back to her office I expressed my discontent with Ms. Mase about how overprotective gestures can be counterproductive to a young employee's experiences and careers. I reminded her that Ms. Hilton will be fine. By that point Ms. Mase and I amicably agreed to stop discussing the issue. I then walked out of her office.

Oct. 19, 2020, Garcia Memorandum. Mr. Garcia emailed this memorandum to Mr. De La Garza and First Assistant Webster at 5:17 pm on October 19, 2020. Email from Garcia to De La Garza and Webster (Oct. 19, 2020, 5:17 pm CDT).

At 6:14 pm that same day, Mr. Simpson sent an email with an attached memorandum to Mr. De La Garza, which detailed the allegations of Ms. Mase's misconduct which Simpson had raised during the meeting earlier that day. In that memorandum, Mr. Simpson detailed his "stressful and disruptive" interactions with Ms. Mase:

On October 8, 2020, I met with the [Attorney] General, First Assistant, and Tom Taylor in the General's office. After that meeting was over I received a text from Ms. Mase asking how my meeting with the General went. I had not told Ms. Mase about that meeting. I called Ms. Mase on my way home and she said that Blake Brickman had told her that I was in the General's office, and she wanted to know what we talked about. I was vague about what was discussed and stated that we discussed Investigative Leave and a personnel issue. She demanded to know if Blake Brickman was discussed and said she wanted to know if Blake was going to get fired. I didn't want to answer the questions and I hesitated. Ms. Mase loudly and repeatedly told me that she is my supervisor and that I needed to respond to her questions. She again demanded to know what was discussed, what each person said at the meeting, and what exactly was going to happen to Blake. I told Ms. Mase that no one was getting fired, but that Blake may be moved to another office in the WPC [building]. **Ms. Mase was angry at my response and repeatedly stated that moving Blake is "retaliation."** She told me that I should not trust the General and the First Assistant, that I don't know what I'm dealing with, and screamed at me multiple times that I was "fucked." She told me that if I was not giving my advice to the General and First Assistant in writing, I am also "fucked" because they would later mischaracterize my advice to pin blame on me if something went wrong later....

On October 15, I received a phone call from Ms. Mase stating that she'd heard I was in a meeting with the First Assistant and Lesley French and she asked in a confrontational tone what we had discussed. I told her that I was called in to discuss an investigation, but that that conversation did not occur. Ms. Mase quickly got angry and demanded to know why I wasn't telling her that we discussed a litigation hold. She said she "knew" that I was involved with the litigation hold and that it was discussed at the meeting. She said that a litigation hold is something she should have been consulted with because she is the deputy AG for administration. I

told her I didn't know what she was talking about, that it was my understanding that GCD [General Counsel Division] handled lit holds and told her my only knowledge of the lit hold was that I was a recipient of the lit hold. She demanded to know what else we discussed and I told her that we discussed how Investigative Leave is administered and nothing else.

Oct. 19, 2020 Mr. Simpson Memo re: Mase (emphasis added) OAG-0061058. Later, at 6:44 pm, on October 19, 2020, Mr. De La Garza forwarded Mr. Simpson's email and memorandum to First Assistant Webster and Mr. Simpson. Email from De La Garza to Webster (Oct. 19, 2020, 6:44 pm CDT) OAG-0061053-OAG-0061054. In that email, Mr. De La Garza stated the reasons why Mr. De La Garza believed Ms. Mase should be dismissed from OAG. *Id.*

After receiving this email at approximately 9:41 pm on October 19, 2020, First Assistant Webster emailed Ms. Mase and ordered Ms. Mase not to work on OAG matters related to "Nate Paul, General Paxton, or any connected case or OAG matters." Email from Webster to Ms. Mase (Oct. 19, 2020). In that same email, First Assistant Webster wrote:

It has been brought to my attention that you have a meeting with Greg Simpson tomorrow at 10 am. You will not have that meeting and will cease all communications with anyone in HR until you and I are able to discuss this conflict and plans moving forward with the HR department. Are you available to meet with me at 11 am tomorrow?

Id. First Assistant Webster reported that he instructed Ms. Mase to "cease all communication" in order to protect Mr. Simpson from further abuse by Ms. Mase. Webster then emailed De La Garza and Simpson about a proposed meeting at 11 a.m. the following day with Ms. Mase. *See* Email from Webster to De La Garza and

Simpson (Oct. 19, 2020). At 10:58 pm, on October 19, 2020, Mase replied to Webster's email and stated she "could not" meet at 11 a.m. the next day,²⁸ but she could meet later in the afternoon. *See* Email from Mase to Webster (Oct. 19, 2020, 10:58 pm CDT).

Given Ms. Mase's insistence on knowing all interactions between Mr. Simpson and the First Assistant, Ms. Mase's knowledge of OAG placing Mr. Vassar on investigative leave, and the above-mentioned email from First Assistant Webster on October 19, 2020, it seems likely Ms. Mase surmised she would soon be fired or placed on investigative leave. As such, the timing of Ms. Mase's meeting with federal authorities seems more likely to be an effort to obtain the "job insurance" Ms. Mase has discussed with Mr. De La Garza in light of Ms. Mase's reasonable perception of the OAG's pending decision to fire Ms. Mase.

Additionally, Mr. Taylor reported that Ms. Mase had failed to approve a "huge backlog" of expenses related to travel undertaken by OAG employees. We are still investigating the reasons for this backlog and if it is at all related to the budget issues related to Maxwell discussed above.

²⁸ Ms. Mase's purported conflict on October 20, 2020, may have been Ms. Mase's meeting with the FBI.

III. All Complainants are political appointees

All complainants were high-level political appointees, all of whom agreed at the outset of their appointment and were well aware that they served at the pleasure of the elected Attorney General.

As Lewis Brisbois posited in the Lawsuit, the separation of powers doctrine should preclude a claim under the Whistleblower Act in cases where, as here, an elected executive officer fires a highly placed, confidential employee. Thus, and contrary to Complainants' argument that retaliatory intent can be inferred solely from Complainants' dismissals, an elected executive officer—including the Attorney General—could dismiss any Complainant with or without cause at any time.²⁹

As discussed in greater detail in OAG's Lawsuit briefing, the OAG enjoys sovereign immunity and the right to fire the Attorney General's employees—especially high-level political appointees—at will. Only the Legislature may change these foundational legal principles. Under the Texas Whistleblower Act, the Legislature waived immunity only “to the extent of liability for the relief” allowed under the Act. Tex. Gov't Code § 554.0035. Such relief, in turn, is available only for “a public employee who in good faith reports a violation of law” by either “the employing governmental entity or another public employee to an appropriate law enforcement

²⁹ Specifically, unlike the federal system of government, in which the President of the United States oversees distinct departments within the executive branch, including the U. S. Department of Justice, Texas has a “plural executive” system in which the executive branch powers are distributed amongst several state officials, including the Lieutenant Governor and the Attorney General—the latter of whom is the State of Texas' chief legal officer and who conducts the duties of his office through the OAG.

authority.” *Id.* § 554.002(a). The Legislature expressly defined the term “public employee” to include “an employee or appointed officer” of a governmental entity, but not an elected officer. *Id.* § 554.001(4).

It is well-established that control over personnel decisions within the executive branch is itself a vital executive function. Officers, like the Attorney General, cannot, “alone and unaided . . . execute the laws” passed by the Legislature, let alone make good on their duties to the public in doing so; they “must execute” those laws and promises “by the assistance of subordinates.” *Myers v. United States*, 272 U.S. 52, 117 (1926). As a result, courts have long held “the power of appointing, overseeing, and controlling those who execute the laws” to be a core executive prerogative. *Seila Law LLC v. Cons. Fin. Prot. Bureau*, 140 S. Ct. 2183, 2197 (2020) (citing 1 Annals of Cong. 463 (1789)). “That power, in turn generally includes the ability to remove executive officials.” *Id.* at 2197. Thus, acts of public antagonism by an employee, such as a lawsuit against an officer, “may be particularly disruptive,” and “can interfere with the efficient and effective operation of government.” *Borough of Duryea, Pa. v. Guarnieri*, 564 U.S. 379, 389, 390 (2011). That is why, “[i]n Texas, employees of any elected official serve at the pleasure of the elected official, regardless of whether there is a statute which specifies at-will status.” *Garcia v. Reeves County*, 32 F.3d 200, 203 (5th Cir. 1994). And, when the employment of confidential or policymaking employees is at issue, even constitutional rights must give way to the “needs of the employer, here

the [OAG], to provide efficient public service.” *Maldonado v. Rodriguez*, 932 F.3d 388, 392 (5th Cir. 2019).

While this legal position is appropriately advanced as a defense to the Lawsuit, it is reportedly immaterial to First Assistant Webster’s recommendations to the Attorney General that led to any Complainant’s firing. First Assistant Webster has identified, and the objective evidence we have been able to review supports, that each Complainant who was fired was fired based upon that individual Complainant’s poor work performance and, in some cases, clear insubordination.

Conclusion

Based on the documentation and information we have been able to review thus far, we continue to find there is significant evidence to show the actions of the OAG toward the Complainants were based on legitimate, non-retaliatory, business grounds.

We will continue our investigation as circumstances allow and we will continue to update our reporting if and as warranted.

EXHIBIT 3

THE SENATE OF THE STATE OF TEXAS
SITTING AS A HIGH COURT OF IMPEACHMENT

IN THE MATTER OF §
WARREN KENNETH §
PAXTON, JR. §

TRIAL
VOLUME 2 - AM SESSION
SEPTEMBER 6, 2023

The following proceedings came on to be heard in the
above-entitled cause in the Senate chambers before Lieutenant
Governor Dan Patrick, Presiding Officer, and Senate members.
Stenographically reported by Kim Cherry, CSR, RMR.

1 Q. Did you know whether or not a contract had already
2 been signed?

3 A. Signed, no, I had no idea.

4 Q. Did you know that it was pending and it had been
5 approved by certain levels until it got to Mr. Penley?

6 A. I mean, it would have to have been approved before
7 it got to Mr. Penley.

8 Q. All right. Now, when you had this conversation
9 with him, when it ended, how would you describe what the tone
10 was?

11 A. I mean, again, it was normal Ken Paxton. He asked
12 for copies of our policies and procedures. And so I asked
13 Lacey Mase, who is the deputy for administration, to gather
14 those for him. And at the end of the day, we provided them
15 to him. Actually, I think I gave it to his travel aide,
16 Mr. Wicker, and gave them to General Paxton.

17 Q. Did you have -- did he in that conversation tell
18 you what he wanted you to do with Mr. Penley and Mr. Maxwell?

19 A. I assumed -- in that conversation, no. I assumed
20 that we were back to Penley and Maxwell involved and
21 certainly Penley involved in the investigation.

22 Q. The conversation on the 28th, at any time did he
23 ever take the position that he wanted you to fire Mr. Penley
24 and Mr. Maxwell?

25 A. Not in the morning meeting.

1 Q. All right.

2 A. That was later.

3 Q. Okay. You've referred now to a later. So did you
4 have a second conversation on the 28th with Mr. Maxwell --
5 excuse me, with Mr. Paxton?

6 A. Yes, I did.

7 Q. And what was the occasion of that conversation?

8 A. It was -- my best guess is it was sometime after
9 9:00 p.m., because I was in my condo. And this was
10 completely contrary to the morning's conversation.

11 Q. In what way? How was it different?

12 A. This was the second time that Attorney General
13 Paxton was very upset, very angry.

14 Q. Did you form any opinion in your own mind in terms
15 of how he was acting as to what was going on here?

16 A. I believed he had been -- I believed he had been
17 drinking.

18 Q. All right. Did he sound like that to you?

19 A. I mean, again, the best you can tell over the
20 phone. It was so unlike any conversation I've ever had with
21 him.

22 Q. How would you characterize the conversation?

23 A. I mean, he was angry; he was upset. I felt like
24 perhaps there was someone else with him because he was
25 literally saying the same things that we now had discussed

1 two times before, repeating the same things but in an
2 agitated -- I thought maybe he was recording the
3 conversation. I mean, it was a horrible, horrible feeling,
4 especially for someone that --

5 Q. How long did that conversation last?

6 A. I mean, 10, 15 minutes.

7 Q. And in your situation, what was your response?

8 A. I mean, I didn't -- I was -- I did not get angry
9 with him. I was really confused. I was troubled because he
10 kept pressing the same things over and over again.

11 Q. And what were those things over and over again?

12 A. It was -- it all dealt with the hiring of
13 Mr. Cammack.

14 Q. And what did it have to do with Mr. Penley and
15 Mr. Maxwell?

16 A. Well, he -- at one point in that conversation he
17 wants me to fire them. And he says he's reviewed the
18 policies and procedures, and the first assistant can sign the
19 contract.

20 Q. I want to ask you about that. So did he suggest --
21 what did he suggest, if anything, about whether you could or
22 should sign the contract?

23 A. He suggested that I could and I should sign the
24 contract.

25 Q. And what did you say?

C E R T I F I C A T E

THE STATE OF TEXAS) (

COUNTY OF TRAVIS) (

I, Kim Cherry, Certified Shorthand Reporter in and for the State of Texas, do hereby certify that the above-mentioned matter occurred as hereinbefore set out.

I further certify that I am neither counsel for, related to, nor employed by any of the parties or attorneys in the action in which this proceeding was taken, and further that I am not financially or otherwise interested in the outcome of the action.

Certified to by me this 6th day of September, 2023.

/s/ Kim Cherry

KIM CHERRY, CSR, RMR
Texas Certified Shorthand Reporter
CSR No. #4650 Expires: 7/31/24
kcherry.csr@gmail.com

EXHIBIT 4

Transcription of Video File Named:
Whistleblowers make announcement regarding
Texas AG Ken Paxton.MP4
September 25, 2023

1 BLAKE BRICKMAN: Thank you all for being here
2 today. My name's Blake Brickman, and I'm here with Mark
3 Penley and Ryan Vassar. The other plaintiff in the
4 whistleblower case, David Maxwell, could not be here today
5 but his attorney, T.J. Turner, is here, and we all agreed on
6 the following statement.

7 We filed our whistleblower suit nearly three years
8 ago. The Attorney General immediately filed a plea in the
9 case that prevented discovery and tied up the suit in the
10 appellate court. We have not been able to take any
11 depositions or obtain any documents from the Attorney
12 General. Our case is still pending at the Texas Supreme
13 Court. In February, we reached a tentative settlement with
14 OAG. The settlement was contingent on the legislature
15 approving funding and the court paused our suit while we
16 waited for that approval. As you know, the legislature did
17 not approve funding.

18 So today we filed a renewed motion asking the
19 Supreme Court to lift the abatement and restore our case to
20 the active docket. We remain hopeful that the Supreme Court,
21 like the trial court, and the Court of Appeals, will reject
22 OAG's ridiculous argument that the Attorney General is above
23 the law. This is a particularly ironic position given this
24 page on the OAG's own website promoting the very law the
25 office now attacks. The Senate rejected this same argument,

1 voting 24-6 to deny Paxton's motion to dismiss his
2 impeachment based on the same argument. The political trial
3 is over, and it's time for the case to return to a real
4 court.

5 During the impeachment trial the current Deputy
6 First Assistant at OAG, Grant Dorfman, provided false
7 testimony about our settlement negotiations. Mr. Dorfman
8 testified that the whistleblowers initiated settlement
9 discussions. This is one hundred percent false. While we
10 were expecting a ruling from the Supreme Court, OAG reached
11 out to us out of the blue and asked if we were interested in
12 settling. Lawmakers have recently relied on Mr. Dorfman's
13 false testimony as justification for refusing to fund the
14 settlement. Today, our attorney sent a letter to all 31
15 members of the Texas Senate and the Lieutenant Governor with
16 an accompanying affidavit and evidence that refutes Mr.
17 Dorfman's misleading testimony.

18 The impeachment process is over but we are not
19 going away. We are not going away. For us, this case has
20 always been about more than money. It's about truth; it's
21 about justice. And although political pressure may have
22 thwarted justice this month, we will continue our fight.
23 Anyone who watched the impeachment trial knows that the House
24 Managers presented ample evidence of Ken Paxton's criminal
25 conduct. They presented evidence that Ken Paxton continually

1 and repeatedly used the power of his office to benefit Nate
2 Paul by circumventing the open records process, by
3 interfering in Paul's litigation with a charitable trust, by
4 issuing a rushed opinion that Paul used to try and prevent
5 foreclosure of his properties, by ordering OAG Enforcement
6 Division to investigate FBI agents, state securities
7 officials, and even the federal magistrate judge that were
8 investigating Paul. And when those seasoned law enforcement
9 officers, including Ranger David Maxwell, refused, Ken Paxton
10 personally hired a five-year lawyer that Paul directed to
11 harass his many civil and criminal adversaries.

12 And the House presented evidence that Paul
13 remodeled Paxton's house for him. Paxton only paid for
14 Paul's work after Paxton learned we, the whistleblowers, went
15 to law enforcement. The \$120,000 invoice was created after
16 Paxton paid for it, and months after he had moved in the
17 house.

18 Paul even paid for an Uber account that Dave P.,
19 also known as Attorney General Ken Paxton, used to visit his
20 mistress. And Paul gave Paxton's mistress a job so she could
21 move to Austin.

22 The House also put on ample evidence that when it
23 came to Paul, Paxton refused to heed the advice of the
24 principled conservative staff that he put in place, and when
25

1 that staff was forced to go to law enforcement, Paxton fired
2 them or ran them off.

3 Ken Paxton still has not testified under oath. He
4 didn't even attend most of his impeachment trial. In our
5 suit he will have to testify or he will have to plead the
6 fifth in open court. If the Supreme Court send our case back
7 to District Court, we expect several things to be different
8 from the political trial we just witnessed. Let's go over a
9 few of those.

10 Our judge will not receive a multi-million-dollar
11 donation from Paxton supporters on the eve of trial. Our
12 jurors will not have their careers overtly threatened. The
13 jury will see evidence the House Managers were prohibited
14 from introducing in the impeachment trial, like this
15 receiver's report I can share with you. This report, filed
16 in one of Nate Paul's bankruptcy cases, shows that the
17 contractor on Paxton's house, Raj Kumar, is a convicted felon
18 who has assisted Nate Paul in fraud.

19 We will be able to depose Senator Angela Paxton
20 about what she knew about the renovations of her home by Nate
21 Paul.

22 Laura Olson will have to testify under oath or
23 plead the fifth in open court.

24 Nate Paul will have to testify or plead the fifth.

25 Raj Kumar will have to testify or plead the fifth.

1 And most importantly, Ken Paxton will have to
2 testify under oath or plead the fifth in open court.

3 We will fight for justice in this case as long as
4 it takes. We will also keep the public, the media, and the
5 Texas Legislature apprized of our litigation in real time.
6 We will document each frivolous delay that Ken Paxton engages
7 in to continue hiding from the truth; delays which will
8 ultimately just cost the taxpayers more in the long run than
9 they would have spent if the settlement had been finalized
10 this session.

11 Finally, and importantly, we would like to thank
12 the 121 members of the House, and 14 members of the Senate
13 who oppose corruption in state government and give special
14 thanks to Republican Senators Hancock and Nichols for not
15 wilting under political pressure and enabling Ken Paxton's
16 lawlessness.

17 This has been an incredibly difficult three years
18 on our families but we're strengthened by the book of John
19 where Jesus said, "The truth will set you free."

20 Now I'm happy to take a few questions from the
21 media, something that Ken Paxton never does.

22 QUESTION: Mr. Brickman, if there was --

23 BLAKE BRICKMAN: Sorry, if I could interrupt you.
24 If you wouldn't mind just introducing yourself so I know who
25 you are and who you're from.

1 QUESTION: (Inaudible) CBS Austin. We
2 heard during the impeachment process there was already
3 (inaudible) to settle this lawsuit. Are you
4 concerned at all that given the outcome of how this
5 impeachment trial -- that Mr. Paxton was acquitted, are you
6 concerned at all that that was the best deal you were going
7 to get as far as settlement goes?

8 BLAKE BRICKMAN: I'm not at all concerned about
9 that. I think that when we're in a real court and get a real
10 judgment it's very different than having a jury of 30 members
11 of political parties. So, no, I'm not.

12 QUESTION: (Inaudible). Are you suggesting
13 that you don't want settlement and you want to go forward or
14 is settlement still on the table for you at this point?

15 BLAKE BRICKMAN: It's possible they could still
16 fund the settlement but we've been given zero indication that
17 that's likely to happen, and we're ready to go back to our
18 trial court and get a judgment and hold Ken Paxton to
19 justice.

20 QUESTION: Any updates --

21 BLAKE BRICKMAN: If you can --

22 QUESTION: I'm sorry, Taylor (inaudible).

23 Any updates you can give on the state of the FBI
24 investigation?

25

1 BLAKE BRICKMAN: That's really not something I can
2 spend much time talking about. I can tell you that it's
3 ongoing. And I can also tell you that lost in this entire
4 conversation about the criminal investigation into Ken Paxton
5 is one really important thing. Well, really two important
6 things. The first is this investigation started when Donald
7 Trump was President. We went to the FBI in September of
8 2020. Donald Trump was President then. These allegations
9 come from the top eight people in Ken Paxton's office. So
10 for him to claim that this is some political witch hunt when
11 the investigation started when Donald Trump was President,
12 and was made by the three of us and five of our other
13 colleagues is absolutely ludicrous.

14 QUESTION: (Inaudible) KXAN News.
15 Conservatives have latched onto this idea that you're not
16 paying your attorneys, that there might be some benefit going
17 on. Any update on payment for who's helping you in this
18 lawsuit?

19 BLAKE BRICKMAN: Yeah. Our attorneys are on a --
20 first of all, I can't speak for my colleagues but I can tell
21 you my attorneys are on a contingency fee so they will be
22 paid. The idea that anyone is doing pro bono work for us,
23 whether it's our civil lawyers or Mr. Sutton -- I couldn't
24 watch the trial, Monica, but I heard after the fact that
25 Paxton's lawyers made a big deal about this. It's ludicrous.

1 It's a total sideshow like everything else that happened in
2 the trial. Ken Paxton has never answered questions about
3 how's he paying his own lawyers? I mean, it's ridiculous.

4 QUESTION: Over here. Hi. (Inaudible)
5 Martinez with (inaudible). I'm just curious to hear
6 your thoughts on how the prosecutors prosecuted the case.
7 Did you think they did a good job? Do you think there was
8 something they should have done differently in order to maybe
9 sway some additional senators to vote to convict?

10 BLAKE BRICKMAN: Yeah.

11 MARK PENLEY: Blake, could I answer that?

12 BLAKE BRICKMAN: Please.

13 MARK PENLEY: I'm Mark Penley. You know what? No,
14 I want to say something. Thank you for your question.
15 That's an excellent question. We want to thank the House and
16 their team of investigators and the House Investigations
17 Committee, first of all, for starting the investigation back
18 in early March, as far as we know. All of us gave statements
19 to the House Investigations Team, and at trial an issue was
20 made of whether those statements were under oath. They were
21 not under oath. But I want to say this. All of us testified
22 at trial under oath. The other side had the transcripts of
23 our statements that were given to the House investigating
24 attorneys. Did any of us get impeached on any material fact?
25 They had those transcripts.

1 And, number two, we are grateful to the entire
2 House team, the Investigations Committee, their attorneys, to
3 Mr. Hardin, to Mr. DeGuerin, and their entire staffs. They
4 were wonderful to work with. They tried very, very hard to
5 get the whole story out for the benefit of the people of
6 Texas. And I want to reiterate something Blake said. This
7 case is about truth, it's about getting the story out, and
8 this is something we feel very, very strongly about.

9 The Office of Attorney General is critical. That's
10 the top attorney in state government. That's the official
11 that's supposed to enforce and uphold and respect the law.
12 We saw personally with our own personal knowledge that Ken
13 Paxton would not obey the limits of the law. He would not
14 stay within the guardrails, the boundaries, of the law. And
15 that's why we went to the FBI and made personal eyewitness
16 reports on September 30th, 2020.

17 The House team, the entire team of attorneys, did
18 their very best to get that story out and we're grateful for
19 that. And if our lawsuit continues, if the legislature
20 elects not to fund the settlement, and that's up to them,
21 it's not up to us, if they fund it, that would be great, if
22 they choose not to, what I'm saying today is I'm ready and I
23 believe my colleagues are ready to go back to State District
24 Court here in Travis County and continue with our litigation,
25 to take depositions, to do discovery, to try the case to 12

1 citizens of Travis County and show that the Office of
2 Attorney General broke the Whistleblower Act and they will
3 not admit that. At trial they came up with all sorts of
4 excuses.

5 But here's what I want to say today. Isn't it
6 amazing that eight top-level people in a state agency that
7 had personal contact with the Attorney General found it
8 necessary to go to the FBI and report our boss, the Attorney
9 General, for breaking the law and for not being willing to
10 engage in ethical conduct. And, amazingly, within 45 days,
11 all eight of us were gone; five of us were fired, three were
12 treated with disrespect and elected to resign. But all eight
13 whistleblowers were gone within 45 days and we believe that
14 when we get to try our case to a jury, the jury will agree
15 with us that the Office of the Attorney General violated the
16 Whistleblower Act. Thank you.

17 QUESTION: (Inaudible). Do you guys have
18 any thoughts on Lieutenant Governor Dan Patrick's comments
19 that followed immediately after the impeachment proceedings?

20 BLAKE BRICKMAN: I had never seen anything like
21 that. And I clerked for a federal judge. I've been in
22 trials. I have never witnessed in my life a judge, directly
23 upon a verdict, making a statement like that. It was
24 shocking.

25

1 QUESTION: You mentioned the \$3 million in
2 donations. I mean, to what degree do you think, you know,
3 that that influenced his -- the way he was like during the
4 trial?

5 BLAKE BRICKMAN: I -- Robert, I don't have an
6 opinion to that. But here's what I know. I know the facts.
7 I know that Lieutenant Governor Patrick, at his sole
8 discretion, was the decider that Ken Paxton did not have to
9 testify, that Laura Olson did not have to testify. Those
10 were two huge things that happened at the trial.

11 QUESTION: (Inaudible). I want to follow
12 up on something you said, Mr. Penley, when you were talking
13 about the \$3 million settlement, as well as the option of
14 taking this to jury. Do y'all have a preference at this
15 point? Would you say hey, like we want this to go to trial,
16 or hey, we'll take the settlement? Like what would be your
17 preferred course of action now?

18 MARK PENLEY: Well, it's up to the legislature
19 whether to fund the settlement and so I leave that to their
20 discretion. All I'm saying is if they elect not fund the
21 settlement -- the settlement -- the one-page mediated
22 settlement agreement is contingent upon funding. If there's
23 no --

24 BLAKE BRICKMAN: And the longer agreement.
25

1 MARK PENLEY: Yeah. And that's a very important
2 point Blake is making. That document that both sides signed
3 says the parties agree to negotiate and formalize and sign a
4 longer formal settlement agreement. We told the OAG that the
5 funding had to be this year. They would not agree to that.
6 They would not put it in. So the longer settlement document
7 that was contemplated by the one-page settlement document was
8 never signed, and that was their choice.

9 So to answer your question, speaking for myself, if
10 the legislature chooses to fund it, that's great. If they
11 choose not to fund it, then we're asking the Supreme Court to
12 rule and let us go back to the District Court.

13 QUESTION: Question for you, Mr. Vassar, Monica
14 with KXAN. All of you were mocked by Paxton's defense team,
15 but you in particular seemed to take a lot of heat for the no
16 evidence remark which I know prosecutors later tried to
17 clarify. First, just on an emotional level, you know, any
18 response to the way you were talked about by defense
19 attorneys, and then also do you regret having said the no
20 evidence or to clarify what you meant for (inaudible)?

21
22 BLAKE BRICKMAN: I'm going to answer that question
23 because Ryan Vassar, through this process, has become a dear
24 friend of mine and a colleague and Tony Busby is classless.
25 What he did at that trial was classless. Ryan Vassar and all

1 of us knew when we went to law enforcement on September 30th,
2 2020, we took first-hand eyewitness evidence to the FBI. The
3 idea that Tony Busby or Ken Paxton think that the top eight
4 people in his agency going and sitting around a roundtable at
5 the FBI and telling them their first-person accounts is not
6 evidence is proof of how absurd Paxton's point was in this
7 whole trial. And what he did to my colleagues was shameful.
8 And Tony Busby should be ashamed of himself. He's a
9 disgrace.

10 MARK PENLEY: Well, and I'd like to add something
11 if I may, Ryan. You know when Ryan was on the stand and got
12 emotional, Ryan was thinking about his children. He was
13 asking how this had impacted his family. He's a father with
14 four small children and a wife who stays at home and raises
15 those kids. When he got fired he had a newborn baby at home
16 and four young children. And Ryan was unemployed for six
17 months. So did anybody talk about that from the defense side
18 in the trial? Did they care about that? No. And I agree
19 with Blake. It's shameful to mock somebody who's been
20 through what we've been through but particularly Ryan because
21 being out of work with a family at home to feed and a newborn
22 baby, everybody can understand how hard that would be and how
23 emotional that would be. Ryan's a human being just like we
24 all are. This part three years has been extremely difficult.

25

1 All we're asking for is for people to recognize what Ken
2 Paxton did.

3 We came to open court in the Senate, we took the
4 oath, we testified, we told what we saw and what we knew, and
5 what Ken Paxton said, and what he did. We told our account
6 of his wrongdoing. Ken Paxton didn't even attend most of the
7 proceeding. And I echo what Blake said. When does Ken Paxton
8 go under oath? When does he come give a press conference to
9 any media members who want to show up and ask direct
10 questions from people who are educated on the evidence? He's
11 out doing radio talk shows and going to friendly venues where
12 he knows people will ask him non-threatening questions, where
13 he won't be pressed on the evidence, where he won't be asked
14 about what Blake said. Why did he get -- why did he start
15 making efforts to pay Raj Kumar of Cupertino Builders and Raj
16 Kumar is an admitted business associate of Nate Paul's -- why
17 did Ken Paxton start trying to pay him on the day that we had
18 sent Brandon Cammack a cease and desist letter? Why did Ken
19 Paxton have his blind trust make the payment on the day that
20 we'd gone to the FBI? That's an amazing coincidence, isn't
21 it?

22 Will Ken Paxton come and do a press conference with
23 all of you and with any other media members in Texas that
24 want to ask questions, that want to look at the 4,000 pages
25 of evidence that were filed on the Senate website by the

1 House team? They worked hard all summer to gather all that
2 evidence. Is Ken Paxton ever going to be pressed for answers
3 about the facts in those records? There are extensive
4 records about this. We stand behind our testimony. We
5 challenge Ken Paxton to do in a neutral venue with media
6 members who know what they're talking about, who studied the
7 documents, who can ask probing follow-up questions, instead
8 of him going and just asking -- going to friendly venues,
9 getting softball questions, and not being pressed for
10 details. That's what he does. We stand behind our
11 testimony, and we just -- what we want is justice and we want
12 the people to Texas to have an Attorney General that acts
13 with integrity and good public policy.

14 And I'd like to echo something Senator Kelly
15 Hancock said in an interview last week. The people of Texas
16 deserve both good public policy with integrity, and that's
17 not too much to ask of an elected official except in the case
18 of Ken Paxton.

19 BLAKE BRICKMAN: I think we have time for one or
20 two more questions.

21 QUESTION: Sir, question.

22 BLAKE BRICKMAN: Phil?

23 QUESTION: Thank you. Are y'all still having any
24 contact with federal investigators and do you have any
25 insight --

1 MARK PENLEY: We don't have anything to say about
2 that. That's out of our control. So --

3 BLAKE BRICKMAN: All we can say is it's ongoing but
4 we can't comment more than that.

5 MARK PENLEY: Yeah. Phil?

6 QUESTION: One of the defense's witnesses, I think
7 his name was Austin Kinghorn, when he was questioned there
8 was some confusion about who the state employees work for,
9 the people of Texas or Ken Paxton, the man. I was just
10 curious about what you guys thought about that.

11 MARK PENLEY: Yeah, I'll answer that because that
12 came up the day I got fired. The current First Assistant,
13 Brent Webster, asked me that very question: who did I think I
14 worked for. I said I work for the state of Texas and the
15 people of Texas, and that's the only correct answer. He told
16 me he thought I was wrong. He thought I worked for Ken
17 Paxton. We work for a boss as long as that boss stays within
18 the law and within the Rules of Ethics. But when a boss goes
19 out of bounds on the law and the Rules of Ethics, our loyalty
20 is owned to the state and the people and all eight of us took
21 that stand. We took it on principle. We weren't trying to
22 manufacture a lawsuit. We weren't making anything up,
23 despite some of the claims by the defense team in here. And
24 we challenge them to show anything we said in there in our
25

1 allegations about Ken Paxton's wrongdoing that's false.

2 Thank you.

3 QUESTION: Mr. Brickman, (inaudible).

4 Which of the articles of impeachment do you think were the
5 strongest (inaudible)?

6 BLAKE BRICKMAN: The abuse of office I think -- or
7 the unfitness for office, I think, was the strongest. That's
8 basically a roll up of everything that Ken Paxton did for
9 Nate Paul and everything that Nate Paul did for Ken Paxton.
10 I thought that was the strongest. But there were several
11 other ones. But if I had to pick one, I would pick -- I
12 think it was one of the later articles but Ken Paxton is
13 definitely unfit for office. The fact that 16 Republican
14 senators think that the behavior that Ken Paxton has done to
15 this state the last three years is the new model that we
16 should live by is why we're fighting this lawsuit. It's why
17 we will not give up. Because we cannot allow this state to
18 be corrupt. And as a conservative Republican who has been in
19 the trenches for basically 20 years of conservative
20 Republican politics, Ken Paxton is not my standard bearer and
21 I will keep fighting to make sure that our party does not
22 become the party of corruption.

23 QUESTION: Were you all actively engaged in the
24 (inaudible) up for reelection?

25 MARK PENLEY: I was not.

1 BLAKE BRICKMAN: No.

2 QUESTION: No will you when he comes up for
3 reelection?

4 BLAKE BRICKMAN: We'll cross that bridge when we
5 get there.

6 QUESTION: You mentioned other evidence or
7 materials that you think should come out that wasn't
8 introduced in the impeachment trial that should come out in
9 trial or the receiver's report. Is there other material
10 evidence that you believe is -- would be a strong part in a
11 trial case that we're going to see again?

12 BLAKE BRICKMAN: There is, and I think the House
13 Managers may know some of that, and I'll defer to them on
14 whether they provide that to you. But there were other
15 subpoenas where they did not get documents back that they
16 should have. But I will defer to the very capable House
17 Managers to answer those questions.

18 QUESTION: Can you say any more about what the
19 nature of that was or does that involve any payments or --

20 BLAKE BRICKMAN: I can't.

21 QUESTION: Mr. Brickman, you have some of the
22 strictest terms going into the settlement. Some of that
23 could includes the apology. Do you think, given this
24 verdict, some of those terms, you know, that you might not

25

1 get from the other side, does that impact whether, you know,
2 go along with the settlement?

3 BLAKE BRICKMAN: The apology, Taylor, was very
4 important to me because I stood on principle that I want to
5 make sure that any public official in the state of Texas,
6 this never happens to them again. So I think the fact that
7 Ken Paxton apologized for calling us rogue employees, the
8 fact that he was willing to put in the preliminary agreement
9 that we acted in a way we thought was right was very
10 significant to show his culpable state of mind about how he's
11 treated us for the last three years. Going on all these
12 radio talk shows, making up absurd lies, and he never gets
13 questioned on it because, like Mark said earlier, he will
14 never come do this. We will stand here for two hours if we
15 wanted to, but we're not going to do that today. I mean, in
16 fact, we're going to wrap up soon. But we are open books.
17 We want -- this entire time we have wanted full transparency.
18 Ken Paxton's legacy is the exact opposite of that. He will
19 never do this.

20 QUESTION: But does that affect your willingness to
21 go forward with the settlement if you don't get some of those
22 terms?

23 BLAKE BRICKMAN: Potentially, it does.
24
25

1 QUESTION: (Inaudible) CBS News. I wanted
2 to ask, have you received personal threats since this has
3 come out (inaudible)?

4 BLAKE BRICKMAN: I have not.

5 MARK PENLEY: I have not.

6 QUESTION: Are you all worried about a chilling
7 effect on any state employee in Texas who might need to
8 report potential wrongdoing?

9 BLAKE BRICKMAN: Absolutely. And I think that
10 there were two very dangerous precedents that came out of
11 this impeachment trial that I think those 16 Republican
12 senators really need to think long and hard about. The first
13 is why would any public employee ever report their boss for
14 wrongdoing based on how we've been treated for three years?
15 I mean, it sends a chilling effect.

16 The second piece, which I think has been overlooked
17 at a little bit, is Brent Webster, who's the First Assistant,
18 and Attorney General Ken Paxton, in February of 2021 went to
19 a Senate Finance Committee and Chairman Huffman asked a very
20 specific question: Who hired Brandon Cammack? Ken Paxton did
21 what he usually does and said here, Brent, you answer this
22 question. And then Brent sat there for two minutes -- I
23 think the testimony was played in the trial -- and flat-out
24 lied to the Senate Finance Committee and, I guess, every
25 member of the Senate and the House for that matter, and the

1 precedent from that is you can go in a Senate committee and
2 lie and there is no consequence. That is very dangerous.
3 Very, very dangerous precedent.

4 One more.

5 QUESTION: I have a follow-up. Sorry. About the
6 mechanics of this lawsuit. So, you know, looking ahead,
7 let's say the legislature decides not to fund the settlement,
8 I mean, they decided not to at least in this past session,
9 and you end up winning this lawsuit and a court decides or a
10 jury decides that, in fact, the Attorney General violated the
11 Whistleblower Act, what are you going to get out of it? Like
12 would you be able to get some monies or monetary relief for
13 damages or what -- or what will you get out of a jury
14 declaring that, for example?

15 BLAKE BRICKMAN: The two big things you get are
16 your damages and your legal fees. The latter one is very
17 important, and everyone watching should pay attention to
18 this. When we -- if the Texas Supreme Court sends this back
19 to trial, and if we go for years, the legal fees in this case
20 are going to far exceed \$3.3 million. And that brings up
21 another point that has come out here as well.

22 OAG is represented in this case by a firm called
23 Lewis Brisbois, specifically, an attorney named Bill Helfand.
24 They've billed, I think, \$600,000 in this case. And when
25 Chris Hilton was in front of a House committee talking about

1 this he said well, we had to hire outside counsel because
2 there's some conflict in the office. That's not true. Judd
3 Stone, who is, I think, the Solicitor General, is on the
4 pleadings in this case, is working on this case. OAG has
5 represented itself many times in the past in whistleblower
6 cases. So the idea that OAG has to hire outside in this case
7 is just not true.

8 QUESTION: What about the granite countertops? Do
9 you think the allegation that the defense disproved that
10 allegation quid pro quo the kitchen remodel?

11 BLAKE BRICKMAN: Here's what I know about the
12 kitchen remodel. When we went to law enforcement on
13 September 30th, we knew that Nate Paul was involved in the
14 renovations of Ken Paxton's home. What we know now is the
15 day after we went to the FBI Ken Paxton wired \$121,000 based
16 on an invoice which was not even available then, sent to a
17 company that's affiliated with Nate Paul, that's run by a guy
18 named Raj Kumar, who's a convicted felon, who has done
19 fraudulent transfers for Nate Paul. So when I hear these 16
20 Republican senators talk about there's no evidence, or
21 there's no smoking gun, that makes absolutely no sense. Ken
22 Paxton was trying to cover up what we alleged by that
23 payment. Whether they were granite countertops or not, I
24 have no idea.

25 Last question.

1 QUESTION: Mr. Brickman, (inaudible). You
2 talked a lot about the Republican senators who voted against
3 impeachment. What would you -- what is your message to them
4 after they sat through the trial and heard the evidence and
5 then arrived at their belief that the standard of proof of
6 beyond a reasonable doubt was not met?

7 BLAKE BRICKMAN: I'm sorry, what was the question?

8 QUESTION: What would you say to senators who
9 decided that the evidence presented at trial did not meet the
10 standard of proof of beyond a reasonable doubt?

11 BLAKE BRICKMAN: I would say I strongly disagree
12 with that for the reasons I just mentioned, specifically with
13 that one invoice. But I think their vote in history will be
14 talked about 20 years from now as a vote condemning -- I
15 mean, condoning -- not condemning -- condoning corruption.
16 So thank you all very much.

17 MARK PENLEY: Let me add one thing, Blake, if I
18 may. I just want to make this one additional statement. Ken
19 Paxton has made statements in the past that this was some
20 sort of a deep state conspiracy, that people infiltrated us
21 into his office to set this up. He said that on the radio or
22 some version of that again last week. That is absolutely
23 untrue. This had nothing to do with politics by any of us.
24 What this had to do with was we saw his illegal and unethical
25 behavior. We had a duty; we had a responsibility to report

1 it to law enforcement. He would not listen to us. We met
2 with him. We talked to him. We e-mailed him. We spoke to
3 him on the phone. I met with him in person for over two
4 hours on September the 26th and then we went to the FBI on
5 September 30th when we found out that the five-year lawyer he
6 had hired was -- had gotten 39 grand jury subpoenas and that
7 Nate Paul and his attorney were actively directing him to go
8 after Nate Paul's adversaries and he was serving those grand
9 jury subpoenas on federal authorities, state authorities, and
10 Nate Paul's litigation opponents. Politics had absolutely
11 nothing to do with any of this. This is about principle.
12 This is about respect for the law. This is about upholding
13 the law. And I have seven honorable colleagues. We went
14 together. We made our report together for four hours. The
15 idea that we had no evidence -- when Ryan answered that
16 question, he answered it the way anybody might have answered.
17 Did we take a box of documents? Did we take DNA tests? Did
18 we take fingerprints? No. We went in a hurry because of
19 what was going on with those 39 grand jury subpoenas. It was
20 improper. It was unethical. It was illegal. And we had to
21 make a report, and we had to make it that day. We had
22 eyewitness testimony, we had personal knowledge. That's
23 admissible evidence in any court in Texas. We took that to
24 the FBI. We did our duty, and we've been waiting three years
25 for justice because we've been illegally fired.

1 Thank y'all for being here.

2 (End of Recording.)

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C E R T I F I C A T E

I, Jennifer Ferris, Legal Transcriptionist, certify that the foregoing is a correct transcription from the audio recording provided to me in connection with the above-entitled matter.

I further certify that I am neither attorney or counsel for, nor related to or employed by any of the parties to the action in which this transcription is taken, and further that I am not a relative or employee of any attorney or counsel employed by the parties hereto, or financially interested in the action.

Certified to by me this 26th day of September 2023.



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